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SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15 (d) OF THE SECURITIES EXCHANGE ACT OF 1934

Microfilmed by Q-Data Corp. - St. Petersburg, FL

For the Quarter ended March 31, 1992, Commission File No. 0-15450

SIERRA TAHOE BANCORP
(Exact Name of Registrant as specified in its Charter)

California	68-0091859
(State or Other Jurisdiction of Incorporation or Reorganization)	(I.R.S. Employer Identification No.)

10181 Truckee Tahoe Airport Rd., P.O. Box BD, Truckee, California 96160-4053
(Address of Principal Executive Offices) (Zip Code)

Registrant's Telephone Number, Including Area Code: (916) 582-3000

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes X No ____

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

As of May 6, 1992: Common Stock - Authorized 10,000,000 shares of no par; issued and outstanding - 2,240,352.

Total Number of Pages
Exhibit Index on Page

10-Q Filing
March 31, 1992

Part I. Financial Information

Item 1. Financial Statements

Following are consolidated financial statements for Sierra Tahoe Bancorp ("the Company") for the reportable period ending March 31, 1992. These consolidated financial statements are unaudited, however, in the opinion of management, all adjustments have been made for a fair presentation of the financial condition and earnings of Sierra Tahoe Bancorp. The accompanying notes are an integral part of these consolidated financial statements.

SIERRA TAHOE BANCORP AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF CONDITION

(Unaudited)

March 31, 1992 and December 31, 1991
(Amounts in thousands of dollars)

ASSETS	03/31/92	12/31/91
Cash and Due from Banks	$ 11,193	$ 12,801
Federal Funds Sold	20,000	17,900
Mutual Funds (at market)	5,099	5,559
Investment Securities	12,453	8,637
Loans and Leases, Net of Reserve for Possible Loan and Lease Losses of $2,703 in 1992 and $2,525 in 1991 (Note 2)	140,143	142,168
Other Assets	33,119	32,557
TOTAL ASSETS	$222,007	$219,622
LIABILITIES		
Deposits	$197,114	$193,894
Notes Payable	100	100
Long Term Debt	1,000	1,000
Other Liabilities	3,349	4,361
TOTAL LIABILITIES	201,563	199,355
Commitments & Contingent Liabilities (Note 3)		
EQUITY CAPITAL		
Common Stock	8,726	8,723
Retained Earnings	11,818	11,644
Deferred Compensation - ESOP	(100)	(100)
TOTAL CAPITAL	20,444	20,267
TOTAL LIABILITIES & EQUITY CAPITAL	222,007	$219,622

The accompanying notes are an integral part of these Consolidated Statements of Condition.

SIERRA TAHOE BANCORP AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF INCOME

(Unaudited)

For the Three Months Ended March 31, 1992 and 1991
(Amounts in thousands of dollars except
shares and per share amounts)

	Three Months Ended 03/31/92	Three Months Ended 03/31/91
Interest Income:		
Interest and fees on loans and leases	$ 3,761	$ 4,331
Interest on federal funds sold	145	73
Interest on investment securities and deposits	276	177
Total Interest Income	4,182	4,581
Less Interest Expense:		
Interest on deposits	1,996	2,307
Interest on convertible debentures	28	91
Other interest expense	0	(37)
Total Interest Expense	2,024	2,361
Net Interest Income	2,158	2,220
Provision for Possible Loan and Lease Losses	245	90
Net Interest Income After Provision for Possible Loan and Lease Losses	1,913	2,130
Other Operating Income	1,843	1,788
Other Operating Expenses	3,584	3,030
Income Before Taxes	172	888
Income Tax Benefit (Expense)	2	(343)
NET INCOME	$ 174	$ 545
EARNINGS PER SHARE		
Primary	$ 0.08	$ 0.26
Weighted Average Shares Outstanding	2,263,741	2,090,287
Fully Diluted	$ 0.08	$ 0.24
Weighted Average Shares Outstanding	2,401,222	2,445,417

The accompanying notes are an integral part of these Consolidated Statements of Income.

SIERRA TAHOE BANCORP AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF CASH FLOWS

(Unaudited)

For the Three Months Ended March 31, 1992 and 1991
(Amounts in thousands of dollars)

	Three Months Ended 03/31/92	Three Months Ended 03/31/91
Cash Flow From Operating Activities:		
Interest and fees received	$ 4,090	$ 4,521
Service charges and commissions received	302	256
Service income	1,636	1,385
Interest paid	(2,379)	(2,671)
Cash paid to suppliers and employees	(4,066)	(3,319)
Income taxes paid	(80)	(475)
Mortgage loan originated for sale	(4,214)	(16,598)
SBA loans originated for sale	(7,462)	(12,353)
SBA loans sold	7,896	11,797
Mortgage loans sold	6,377	15,223
Other items	45	91
Net Cash Provided By (Used in) Operating Activities	2,145	(2,143)
Cash Flow From Investing Activities:		
Proceeds from sales of mutual funds	460	498
Proceeds from maturities of investment securities	1,190	94
Purchase of investment securities	(4,976)	(693)
Loans made net of principal collections	(924)	(8,733)
Capital expenditures	(512)	(1,687)
(Decrease) increase in other assets	(113)	9
Net Cash Provided By (Used in) Investing Activities	(4,875)	(10,512)
Cash Flow From Financing Activities:		
Net increase (decrease) in demand, interest bearing and savings accounts	8,529	1,875
Net increase (decrease) in time deposits	(5,310)	12,536
Net proceeds from issuance of common stock	3	2
Net Cash Provided by Financing Activities	3,222	14,413
Net Increase (Decrease) in Cash and Cash Equivalents	492	1,758
Cash and Cash Equivalents at Start of Year	30,701	13,996
Cash and Cash Equivalents at March 31	$ 31,193	$ 15,754

The accompanying notes are an integral part of these Consolidated Statements of Cash Flows.

SIERRA TAHOE BANCORP AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF CASH FLOWS

(Unaudited)

For The Three Months Ended March 31, 1992 and 1991 (Continued)
(Amounts in thousands of dollars)

RECONCILIATION OF NET INCOME TO NET

CASH PROVIDED BY OPERATING ACTIVITIES

	Three Months Ended 03/31/92	Three Months Ended 03/31/91
Net Income:	$ 174	$ 545
Adjustment to Reconcile Net Income to Net Cash Provided:		
Depreciation and amortization	232	170
Provision for possible loan and lease losses	245	90
Provision for tax	(2)	343
Gain on sale of SBA loans	(430)	(756)
Amortization of excess servicing on SBA loans sold	485	434
Amortization of purchased mortgage servicing rights	43	43
Decrease in interest payable	(355)	(311)
Decrease in accrued expenses	(556)	(215)
Decrease in taxes payable	(80)	(475)
Decrease (increase) in loans originated for sale	2,597	(1,931)
Other items	(208)	(80)
Total Adjustments	$ 1,971	$(2,688)
Net Cash Provided By (Used in) Operating Activities	$ 2,145	$(2,143)

The accompanying notes are an integral part of these Consolidated Statements of Cash Flows.

Sierra Tahoe Bancorp
Notes to Consolidated Financial Statements
March 31, 1992 and December 31, 1991

1. BASIS OF PRESENTATION

The accompanying unaudited consolidated financial statements have been prepared in a condensed format and, therefore, do not include all of the information and footnotes required by generally accepted accounting principles for complete financial statements. However, in the opinion of management, all adjustments, consisting only of normal recurring adjustments, considered necessary for a fair presentation have been reflected in the financial statements. The results of operations for the three months ended March 31, 1992 are not necessarily indicative of the results to be expected for the full year. Certain reclassifications have been made to prior period amounts to present them on a basis consistent with classifications for the three months ended March 31, 1992.

2. LOANS

As of March 31, 1992, and December 31, 1991, the Bank's loan portfolio consisted of the following (in 000's):

	March 31 1992	December 31 1991
SBA Loans	$ 88,597	$ 88,593
Commercial	13,647	12,496
Real Estate - Mortgage	15,293	16,335
Real Estate - Construction	14,773	16,288
Individual and Other	7,912	7,112
Loans Held for Sale	2,624	3,869
	$142,846	$ 144,693

3. COMMITMENTS & CONTINGENT LIABILITIES

In the normal course of business, there are outstanding various commitments and contingent liabilities, such as commitments to extend credit and letters of credit, which are not reflected in the financial statements. Management does not anticipate any material loss as a result of these transactions.

The Company was advised on August 16, 1991, that a lawsuit entitled William F. Astle vs. Truckee River Bank was filed on August 5, 1991, against Truckee River Bank ("TRB"), STB (including its dba Truckee River SBA Funding Company), and certain present and former officers and directors of the Company in the Superior Court of Placer County.

Plaintiff had asked for a review by the California State Supreme Court on appeal of a decision by the Superior Court of Placer County that the matter be referred to arbitration. The State Supreme Court denied the Plaintiff's petition for review on April 29, 1992.

Although the Company and TRB are unable to predict the final outcome of the above matters, Management believes the ultimate resolution will not have a material affect on the consolidated financial statements of the Company.

In addition, the Company is subject to some minor pending and threatened legal actions which arise out of the normal course of business and, in the opinion of management, the disposition of these claims currently pending will not have a material adverse affect on the Company's financial position.

Item 2

Management's discussion and analysis of financial condition and results of operations.

FINANCIAL CONDITION (March 31, 1992)

The Company experienced an increase in total assets of $2.4 million from $219.6 million at December 31, 1991, to $222.0 million at March 31, 1992. This increase was primarily in the form of liquid assets including a $2.1 million increase in federal funds sold and a $3.8 million increase in investment securities. Additionally, other assets increased by $0.6 million. Partially offsetting these increases was a $1.6 million decrease in cash and due from banks, a $.5 million decrease in mutual funds and a $2.0 million decrease in loans and leases, net of the reserve for loan and lease losses.

The Company funded the above increases in liquid assets primarily with an increase in interest bearing transaction accounts (Money Market and NOW accounts) which increased from $62.8 million at December 31, 1991, to $67.8 million at March 31, 1992.

During this same period, non-interest bearing transaction accounts increased by $2.4 millon to $38.0 million and savings accounts increased by $1.1 million to $9.1 million. Time certificates of deposits declined to $82.3 million at March 31, 1992, from $87.6 million at December 31, 1991. A significant portion of this decrease occurred in out-of-area certificates of deposits.

The major source of the Company's deposit increase was a 15% increase in total deposits at Sierra Bank of Nevada ("SBN"). Additionally, a 10% increase in total deposits was achieved at Truckee River Bank's ("TRB") Grass Valley branch and deposits generated through TRB's expanded merchant credit card services increased from $3.4 million at December 31, 1991, to $4.4 million at March 31, 1992.

The Company's primary sources of liquidity includes cash and due from banks, federal funds sold and mutual funds. Those items totaled $36.3 million at March 31, 1992. Additional liquidity is provided through investment securities and loans held for sale. Investment securities at March 31, 1992, totaled $12.4 million. Loans held for sale at this same date totaled $2.6 million ($1.8 million in mortgage loans and $0.8 million in SBA loans). In addition to its liquid assets, the Company has at its disposal, unsecured lines of credit with two of its principal correspondent banks which total $5.0 million.

During the summer of 1992, TRB will relocate its branch located at 11421 Deerfield Drive in the Crossroads Shopping Center to a new and larger facility at 11201 Donner Pass Road in the Gateway Shopping Center. This new facility will consist of approximately 4,000 square feet. TRB will lease this facility and will incur approximately $150,000 in leasehold improvements.

RESULTS OF OPERATIONS (Three Months Ended March 31, 1992 and 1991)

The net income of the Company for the three months ended March 31, 1992, decreased by $371 thousand from $545 thousand at March 31, 1991, to $174 thousand at March 31, 1992. Components of this decrease included a $62 thousand decline in net interest income, a $155 thousand increase in the provision for possible loan and lease losses and a $554 increase in other operating expenses. Partially offsetting these factors was a $55 thousand increase in other operating income and a $345 decrease in income tax expense.

Net Interest Income

A small decline in net interest income was experienced during the first quarter of 1992 as compared to the first quarter of 1991. This decrease resulted from a decline in the yield on net interest earning assets. The yield on net interest earning assets for the quarter ending March 31, 1992, was 4.85%. This compares to 6.08% during the first quarter of 1991. The effect of the decline in yield was mostly offset by the growth of the Company's two banks.

Consistent with a decrease in the prime interest rate, the average yield on loans decreased from 13.1% during the quarter ending March 31, 1991, to 10.3% for the quarter ending March 31, 1992.

Yields and interest earned, including loan fees for the three months ended March 31, 1992 and 1991, were as follows (in thousands except percent amounts):

	Three Months Ended 03/31/92	Three Months Ended 03/31/91
Average loans outstanding (1)	$ 146,877	$ 133,601
Average yields	10.3%	13.1%
Amount of interest and origination fees earned	$ 3,761	$ 4,331

(1) Amounts outstanding are the average of daily balances for the periods.

Excluding loan fees of $400 thousand and $509 thousand for the three months ending March 31, 1992 and 1991, respectively, yields on average loans outstanding were 9.2% and 11.6%. The prime rate (upon which a large portion of the Company's loan portfolio is based), averaged 9.1% for the 1991 quarter and 6.5% for the 1992 quarter. This decrease in prime is the major component of the decrease in loan yields. The decrease in loan fees during the period is primarily related to the Company's mortgage banking operations. Effective December 19, 1991, TRB was suspended as a seller of mortgage loans to the Federal Home Loan Mortgage Corporation ("Freddie Mac"). This suspension continued until February 20, 1992, at which time Freddie Mac reinstated TRB. During the suspension, TRB was able to sell its mortgage loans through other sources; however, loan fees through those sales were less than would have been earned through Freddie Mac. Additionally, a reduction in originations during the current period was incurred as a result of the disruption management suffered from the suspension.

Rates and amounts paid on average deposits including non-interest bearing deposits for the three months ended March 31, 1992 and 1991 were as follows (in thousands except percent amounts).

	Three Months Ended 03/31/92	Three Months Ended 03/31/91
Average deposits outstanding (1)	$192,083	$155,227
Average rate paid	4.2%	6.0%
Amount of interest paid or accrued	$ 1,996	$ 2,307

(1) Amount outstanding is the average of daily balances for the period.

The effective interest rate paid on NOW accounts, Money Market accounts and Time Certificates of Deposits during the first quarter of 1992 and 1991 were as follows:

	Three Months Ended 03/31/92	Three Months Ended 03/31/91
NOW	3.6%	5.5%
Money market	4.2%	6.9%
Time certificates of deposit	6.0%	8.0%

Provision for Possible Loan Losses

During 1991 and continuing into 1992, the Company has experienced an increase in the percentage of 90 days past due and non-accrual loans as a percentage of total loans. This has resulted in delinquency rates which are similar to those experienced by comparable banks in the State of California. This trend is reflective of the downturn in the California economy. The increase in the provision for loan losses in 1992 reflects the increase in loan delinquencies. While the Company is unable to predict the intensity or duration of the recession, the Company expects that its existing loan loss reserve will be adequate to provide for any additional losses.

Other Operating Income

The net gain recorded on sale of SBA loans decreased from $502 thousand for the three months ended March 31, 1991, to $374 thousand for the three months ended March 31, 1992. This decrease primarily relates to a decrease in the volume of SBA loans sold. SBA loans sold for the three months ended March 31, 1992, totaled $7.9 million compared to $11.8 million during the first quarter of 1991. The Company was recently advised by one of its SBA packagers that it would discontinue referring SBA loans to the Bank. This packager provided the Bank with approximately $8 million in SBA loans (guaranteed portion) during 1991. The loss of this packager may have an adverse impact on the amount of loans sold in 1992 and 1993.

Net service income on SBA loans (the net of the servicing income generated on sold SBA loans less the amortization of the gain recorded on the sale of these same loans and the amortization of purchased servicing) increased from $895 thousand during the first quarter of 1991 to $1,088 thousand for the three months ended March 31, 1992. Net service income on SBA loans can be expected to continue to increase as long as the Company continues to increase its servicing portfolio of sold SBA loans and its SBA loan prepay experience continues at historical levels.

Other Operating Expense

The following table compares the various elements of non-interest expense as an annualized percentage of total assets for the first three months of 1992 and 1991 (in thousands except percentage amounts):

Three Months Ended March 31	Average Assets (1)	Salaries & Related Benefits (2)	Occupancy & Equipment Expenses	Other Operating Expenses
1992	$217,805	3.7%	1.0%	1.9%
1991	$180,702	3.6%	1.2%	1.6%

(1) Based on average daily balances.

(2) Excludes provision for payment of bonuses and contribution to ESOP plan. Including these items, percentages are 3.8% and 4.0% for 1992 and 1991, respectively.

The decrease in the percentage of salaries, bonuses (including ESOP contribution) and personnel benefits to average assets was obtained through a reduction in the accrual for bonus payments. The amount of this accrual is based on company profitability and its reduction is attributed to the decrease in the Company's profitability during the comparison period.

Major components of the increase in other operating expense are as follows (in thousands):

	Three Months Ended 03/31/92	Three Months Ended 03/31/91	Increase
Legal	$ 162	$ 30	$ 132
FDIC Assessments	106	69	37
Consulting	26	8	18
Stock Expense	42	24	18
Personal Computer Maintenance and supplies	20	5	15
	$ 356	$ 136	$ 220

Legal expense includes costs associated with the Company's investigation of allegations of wrongdoing in the Company's mortgage banking operations and additionally for costs incurred in response to a wrongful termination action filed by a former employee in 1991.

FDIC assessments which are levied based on deposit size increased as a result of an increase in the size of the Company as well as an increase in the rate the FDIC charges banks.

Consulting fees includes the costs related to an operational review of the Company's SBA department and consulting on various corporate matters including executive recruitment and corporation structure.

Stock expense includes fees paid to the Company's public relations counsel. This firm assists the Company in handling corporate communications and coordinates the meeting of Company executive officers and the investment community.

During 1991, the Company installed a 100 user local area network. This network was expanded in 1992. The increase in personal computer maintenance and supplies reflects the Company's expanded use of this technology.

Provision for Income Taxes

The income tax benefit achieved in 1992 resulted primarily from two factors. Included in the Company's earnings are items which are exempt from federal and in some cases state income taxes. These items include interest on certain securities of state and county municipalities and the increase in the cash surrender value of life insurance policies on certain officers and Company directors. Those sources of income represented 62% of income before tax during the period from January 1, 1992, to March 31, 1992. This compares to 12% during the same period in 1991. Additionally, because of stand alone losses incurred in prior periods, SBN has available a net operating loss carryforward. This loss carryforward was utilized to offset SBN's 1992 pre-tax income.

Sierra Tahoe Bancorp
10-Q Filing
March 31, 1992

Part II

Item 1. Legal Proceedings

The Company was advised on August 16, 1991, that a lawsuit entitled William F. Astle vs. Truckee River Bank was filed on August 5, 1991, against TRB, STB (including its dba Truckee River SBA Funding Company), and certain present and former officers and directors of the Company and TRB in the Superior Court of Placer County.

Plaintiff alleges that his employment was permanent, terminable only for good cause and that upon commencement of employment he was forced to execute an Agreement for Employment which contained a mandator, binding arbitration clause and a provision for termination of his employment "at-will" by TRB. It is further alleged that his employment was terminated without good or legal cause and that as a result, he has suffered emotional distress. He seeks actual damages of $170,000 and general damages in the amount of $5,000,000.

TRB has sent a notice invoking an arbitration process pursuant to an arbitration clause in Plaintiff's Agreement for Employment. Bancorp and TRB believe that the arbitration clause and the provisions for termination of employment at will are valid. The Superior Court of Placer County ordered the matter to arbitration and on April 29, 1992, the California Supreme Court denied the Plaintiff's appeal of that decision.

In November 1991, an attorney who is believed to have represented several shareholders at the time, sent a letter to various regulatory agencies, the Federal Home Loan Mortgage Corporation (Freddie Mac), and the news media, accusing TRB and certain of its officers and directors of wrongdoing including violations of Freddie Mac rules. In December 1991, Freddie Mac suspended TRB's right to sell mortgage loans to it. Following a detailed investigation, Freddie Mac concluded that the quality and soundness of loans sold by TRB was satisfactory. Freddie Mac reinstated TRB as a seller of mortgage loans on February 20, 1992.

In addition, the Board of Directors of Bancorp formed an independent Directors Committee to investigate the allegations. This independent committee engaged outside consultants to assist in the investigation. The committee has provided its report to the Board of Directors. The Board determined that two employees of TRB's mortgage company, who have both resigned from their positions, were involved in numerous transactions in violation of Bancorp's Code of Ethics and which constituted a conflict of interest with their duties at TRB.

The Board also determined that two directors disclosed their potential interest in a project under consideration to the Board of Directors in 1986; however, the directors did not independently disclose their position to the Audit Committee as required by the Code of Ethics. Since disclosure was made to the Board and not to the Audit Committee, the Board determined the non-disclosure to the Audit Committee was an unintentional violation of the Code of Ethics.

Item 2. Change in Securities. No changes.

Item 3. Defaults Upon Senior Securities. Not applicable.

Item 4. Submission of Matters to a Vote of Securities Holders. None.

Item 5. Other Information. Not applicable.

Item 6. Exhibits and Reports on Form 8-K.

PAGE

(a) Exhibits

15 (11) Computation of earnings per common share.

(28) Additional Exhibits

16 1) Contract between Meridian Capital Markets and Sierra Tahoe Bancorp dated May 1, 1992

18 2) Agreement between Sierra Tahoe Servicing Company and Unisys Corporation dated 11-22-91

20 3) Contract between Sierra Tahoe Bancorp and U.S. Elevator dated March 18, 1992

26 4) Contract between Truckee River Bank and U.S. Bank of California dated February 21, 1992

27,36 5) Contract between Sierra Tahoe Bancorp and Federal Home Loan Mortgage Corporation dated March 31, 1992, and Attachment to Master Commitment Agreement dated April 9, 1992

47 6) Lease Renewal Agreement between Truckee River Bank and Wells Fargo Bank for the Bijou Branch dated April 15, 1992

48 7) Contract between Truckee River Bank and Mosler Inc., dated April 9, 1992

50 8) Contract for equipment purchase between Truckee River Bank and Unisys Corporation dated April 27, 1992

51 9) Agreement between Sierra Tahoe Bancorp and Unisys Corporation for the purchase of A4-FS dated 4-27-92

52 10) Equipment Sales Agreement between Sierra Tahoe Servicing Company and Information Technology Inc., undated.

57 11) Equipment Sales Agreement between Sierra Tahoe Servicing Company and Information Technology Inc., dated April 27, 1992

60 12) Lease renewal letter between Truckee River Bank and Truckee Donner Recreation and Park District dated March 11, 1992, for the renewal of the Downtown Truckee Branch

(b) Reports on Form 8-K

Form 8-K dated February 20, 1992 - reporting the reinstatement of STB's principal subsidiary as a seller of mortgage loans by the Federal Home Loan Mortgage Corporation ("Freddie Mac"), after being suspended on December 19, 1991.

10-Q Filing
March 31, 1992

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf of the undersigned thereunto duly authorized.

Date May 11, 1992

Jerold T. Hanley
President/Chief Executive Officer

Date May 11, 1992

David C. Broadley
Senior Vice President/Controller/
Chief Financial Officer

Sierra Tahoe Bancorp and Subsidiaries
Computation of Earnings Per Common Share

(Amounts in thousands except per share amounts)

	Three Months Ended 03/31/92	Three Months Ended 03/31/91
Primary		
Net income	$ 174	$ 545
Shares		
Weighted average number of common shares outstanding	2,240	2,036
Assuming exercise of options reduced by the number of shares which could have been purchased with the proceeds from exercise of such option	24	54
Weighted average number of common shares outstanding as adjusted	2,264	2,090
Net income per share	$ 0.08	$ 0.26
Assuming full dilution		
Earnings	174	$ 545
Add after tax interest expense applicable to convertible debentures	16	51
Net income	$ 190	$ 596
Shares		
Weighted average number of common shares outstanding	2,240	2,036
Assuming conversion of convertible debentures	137	351
Assuming exercise of options reduced by the number of shares which could have been purchased with the proceeds from exercise of such options	24	58
Weighted average number of common shares outstanding as adjusted	2,401	2,445
Net income per share assuming all dilution	$ 0.08	$ 0.24

Meridian Capital Markets

Meridian

April 28, 1992

Mr. David Broadley
Chief Financial Officer
Truckee River Bank
10181 Truckee Airport Road
Truckee, CA 96161

Dear Mr. Broadley:

This letter will confirm our agreement that TRUCKEE RIVER BANK ("Client") has retained Meridian Capital Markets, Inc. ("Meridian") as its exclusive marketing agent for the sale of your FHLMC servicing rights in the approximate amount of $20 Million.

SERVICE TO BE PERFORMED BY MERIDIAN:

1) Develop a Servicing Offering Memorandum that is tailored to the unique characteristics of your portfolio. While highlighting its strengths, full disclosure of all relevant factors is important to insure that the deal gets closed.

2) Implement a Marketing Program that identifies, from our national data base, the buyer population that is most likely to be attracted to a portfolio such as this, and get their attention through a rigorous direct mail and telephone sales campaign. A hands-on sales approach with interested parties, combined with our sales force's intimacy with this portfolio, insures attainment of the highest price possible.

3) Consummate the Sale Transaction through providing negotiating, documentation and due diligence guidance and support to Client until the deal gets done.

COMPENSATION:

For performing these services, Meridian will be paid performance fee based on the aggregate unpaid principal balance of servicing rights sold as follows:

Ten (10) basis points of the aggregate principal amount of mortgage loans which are subject to such servicing rights. The fee due Meridian shall be payable upon each receipt of payment from the buyer subject to 100% of the fee being due once the client

receives at least 80% of the purchase price. Any additional sales to the same ready, willing and able buyer within 12 (twelve) months from the date of last transfer would also entitle Meridian to be compensated in the amount of ten (10) basis points of the principal amount of any future transaction(s).

Client agrees that Meridian has functioned as a broker in this transaction and, therefore, has no liability for any breach of this Agreement by the buyer. Except as specifically provided, all work will be performed by Meridian at its offices in Fort Lauderdale, Florida. If sales taxes are applicable, they will be paid by Client. This is an exclusive listing agreement for a period of thirty (30) days from the date of your acceptance. If Meridian shall be required to retain counsel for the purpose of collecting any fees due under this Agreement, Client agrees that Meridian shall be entitled to recover its reasonable attorneys' fees, costs and expenses.

We trust that this correctly reflects the understanding between you and Meridian. Accordingly, we would appreciate your acknowledgement of this letter, returning a copy to me at this address shown.

Sincerely,

Dan Ornstein

DO/km

I hereby acknowledge and accept the conditions set forth in this letter.

Name / Title
DAVID C BEGGROW CEO Sierra Pacific Industries Co

May 15, 1992
Date

William H. McCaughey
Executive Vice President/C.O.O.
TRUCKEE RIVER BANK

May 1, 1992
Date

EXHIBIT C
UNISYS CORPORATION
MA I USER AGREEMENT

In consideration of Sierra Tahoe Servicing Corp.

(hereinafter referred to as "User") having executed an equipment sale agreement dated. _____

with ITI hereinafter referred to as "MA I" which includes the purchase

by User of a Unisys A4-FS System and the license of its associated Unisys

Software, Unisys Corporation ("Unisys") and User agree to the following terms and conditions:

1. MANUFACTURER'S WARRANTY

Unisys grants to User as the user of the Unisys equipment the following Manufacturer's Warranty:

Unisys warrants that: (a) Unisys has title of the equipment and right to sell it; and (b) for a period of 0 from installation, the equipment delivered under this Agreement shall be free from defects in material and workmanship under normal use provided the equipment has received the normal required maintenance service. No free maintenance is included in this warranty.

Written notice and an explanation of circumstances concerning any claim the equipment has proved defective in material or workmanship shall be given promptly by User to Unisys. User's sole and exclusive remedy in the event of defect is expressly limited to the correction of the defect by adjustment, repair or replacement, at Unisys election and sole expense, except that there shall be no obligation to replace or repair items which by nature are expendable.

No representation or other affirmation of fact, including but not limited to statements regarding capacity, suitability for use, or performance of the equipment shall be or be deemed to be a warranty by Unisys for any purpose, nor give rise to any liability or obligation of Unisys whatsoever.

EXCEPT AS SPECIFICALLY PROVIDED IN THE AGREEMENT, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

In the event of employment by User of any non-Unisys attachment, feature, or device on the equipment, or any part thereof, furnished by Unisys hereunder, which has not been approved in writing by Unisys, Unisys shall not be liable under this warranty. The approval of the use of any non-Unisys attachment, feature, or device shall not be deemed to be a representation, warranty or understanding by Unisys regarding that non-Unisys attachment, feature or device, including its performance in conjunction with the Unisys equipment.

2. MAINTENANCE

In addition to the above Manufacturer's Warranty, Unisys will have, subject to availability, maintenance services available to User at Unisys then current maintenance rates under the terms and conditions of Unisys standard License and Service Agreement, attached hereto as Attachment I. The Unisys equipment will be automatically included in this License and Service Agreement for a period of one year, at the then current rates, unless User requests otherwise in writing.

3. DELIVERY

Unisys shall not be responsible to User for any delay in delivery of any Unisys products equipment to User.

4. DISCLAIMER

USER ACKNOWLEDGES THAT UNISYS HAS MADE NO REPRESENTATIONS OR WARRANTIES TO USER WITH RESPECT TO ANY NON-UNISYS SOFTWARE, INCLUDING ANY MA I SOFTWARE, ITS PERFORMANCE ON THE UNISYS EQUIPMENT, OR THE SERVICE TO BE PROVIDED WITH RESPECT TO SUCH NON-UNISYS SOFTWARE, AND UNISYS SHALL INCUR NO LIABILITY TO USER ARISING OUT OF THE USE OF SUCH NON-UNISYS SOFTWARE OR THE FURNISHING OF SUCH SERVICE. USER ACKNOWLEDGES THAT NO UNISYS SOFTWARE IS BEING FURNISHED TO USER BY UNISYS EXCEPT PURSUANT TO A SEPARATE WRITTEN LICENSE AGREEMENT BETWEEN USER AND UNISYS.

5. PATENT INDEMNITY

(a) Unisys shall defend or settle any suit or proceeding brought against User based on claim that any equipment made to Unisys design constitutes an infringement of any existing United States patent, provided Unisys is notified promptly in writing and is given complete authority and information required for the defense, and Unisys shall pay all damages and costs awarded therein against User, but shall not be responsible for any cost, expense or compromise incurred or made by User without Unisys prior written consent.

(b) If any equipment is, in Unisys opinion, likely to or does become the subject of a claim for patent infringement, Unisys may at its option and expense procure for User the right to continue using the equipment, or modify it to become non-infringing, but if Unisys is not reasonably able to modify or otherwise procure for user the right to continue using it. Unisys will remove the equipment and refund to User the amount paid in excess of a reasonable rental for past use.

(c) Unisys shall not be liable for any infringement or claim thereof based upon use of the equipment in combination with other equipment or with software not supplied by Unisys, or with modification made by User.

(d) The foregoing states the entire liability of Unisys to User arising from infringement.

6. UNISYS PROGRAM PRODUCTS

Any Unisys Software is provided under the terms and conditions of Unisys License and Service Agreement incorporated as a part of this Agreement and attached hereto as Attachment II. This License Agreement must be signed by User.

Notwithstanding the terms and conditions of the Unisys License and Service Agreement, User understands that MA I will provice User, on Unisys behalf, with certain of the Unisys services (revision, updates, patched) for the Unisys Software portion of the programming to be used by User.

7. LIMITATION OF LIABILITY

No representation or other affirmation of fact, including but not limited to statements regarding capacity, suitability for use or performance of the equipment shall be or be deemed to be a warranty by Unisys for any purpose, nor give rise to any liability or obligation of Unisys whatsoever.

The User agrees that the Agreement herein is the complete and exclusive statement of the agreement between Unisys and User which takes precedent over all oral and written and all other communications including proposals between the parties relating to the subject matter of this Agreement.

IN NO EVENT SHALL UNISYS BE LIABLE TO USER FOR LOSS OF PROFITS OR OTHER ECONOMIC LOSS, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES OF ANY KIND OR NATURE ARISING OUT OF BREACH OF WARRANTY, DELAY IN DELIVERY, USE OF THE EQUIPMENT, INSTALLATION OR MAINTENANCE OR ANY OTHER BREACH OF CONTRACT OR REPRESENTATION.

8. GOVERNING LAW

This Agreement shall be construed according to the laws of the Commonwealth of Pennsylvania.

9. TAXES

User shall pay Unisys any tax (except tax based on net income) on or measured by the price, other charges, the equipment, program products, or services furnished by Unisys, or their use, however designated, levied or based whenever Unisys must pay and/or collect the tax according to applicable law, as interpreted by the departmental authorities of the taxing unit. It shall be User's sole obligation after payment to challenge the applicability of any tax. Any personal property tax assessable on the equipment after delivery shall be borne by User.

AGREED:

(USER) Alphasic Marsh

BY: Stephanie Marsh

TITLE: 1st Vice President

DATE: 11-22-91

ACCEPTED:

UNISYS CORPORATION

BY:

TITLE: UNISYS
D. L. Wilder
Contracts Manager
Western Region

DATE: 12/2/91

U.S. ELEVATOR

A member of the Cubic Corporation family of companies

March 23, 1992

SIERRA TAHOE BANCORP
P.O Box BD
Truckee, CA 95734

Attention: Ms. Brady McClintock

Regarding: 10181 Truckee-Tahoe Airport, Truckee

Dear Ms. McClintock:

We are enclosing an executed copy of the Elevator Maintenance Contract for the above referenced building. This copy is to be retained for your files.

We would like to take this opportunity to thank you for awarding the maintenance contract to U.S. Elevator Corporation. Please be assured you will always receive the best of service.

Sincerely,

UNITED STATES ELEVATOR CORPORATION

Christina Sullivan
Sales Engineer

CS/vvd

Enclosure

(916) 456-0141
3453 Ramona Avenue, Suite 1
Sacramento, California 95826

91-0211

UNITED STATES ELEVATOR CORPORATION

A member of the Cubic Corporation family of companies

ELEVATOR MAINTENANCE AGREEMENT

TO: SIERRA TAHOE BANCORP

P.O. Box BD

Truckee, CA 95734

(hereinafter called you or Purchaser)

UNITED STATES ELEVATOR CORPORATION
(hereinafter called us or the Company)
through our office located at:

3453 Ramona Avenue, Suite 1

Sacramento, CA 95826

Agrees to service the elevator equipment described herein on the following terms and conditions, in Purchaser's building located at:

TRUCKEE RIVER BANK

10181 Truckee-Tahoe Airport

Truckee, CA 95734

EQUIPMENT DESCRIPTION

Type	Quantity	Manufacturer	Elev ID	Landings/Openings
Hydraulic/ Passenger	2	USEC	101098/99	2/2 IL

PURCHASER'S RESPONSIBILITIES

- Possession or control of the equipment shall remain exclusively yours as owner, lessee, possessor or custodian.
- Your responsibility includes, but is not limited to, instructing or warning passengers in the proper use of the equipment, taking the equipment out of service when it becomes unsafe or operates in a manner that might cause injury to a user, promptly reporting to us any accidents or any condition which may need attention and maintaining surveillance of the equipment for such purposes.
- You will provide us unrestricted access to the equipment, and a safe workplace for our employees.
- You will keep the pits and machine rooms clear and free of water and trash and not permit them to be used for storage; and provide supply power of proper voltage and free of aberations.
- You agree that you will not permit others to make changes, adjustments, tests, additions, repairs or replacements to the equipment.

COMPANY'S SCOPE OF WORK

Under this contract the Company will maintain the elevator equipment herein described on the following terms and conditions:

The Company will use skilled, trained personnel, supervised and directly employed by us and use reasonable care to see that the equipment is maintained as set forth herein.

The Company will regularly and systematically examine, adjust, lubricate, and if conditions warrant, unless specifically excluded under the exclusions paragraph, repair or replace the:

Machine: including worm, gear, thrust bearings, drive sheave, sheave shaft bearings, brake coil, brake linings and components.

Pump Unit: including pump, V-belts, strainers, silencers, springs and gaskets.

Motor: including motor windings, bearings, rotating element, commutators, brushes and brush holders.

Motor Generator: including windings, bearings, rotating element, commutators, brushes and brush holders.

Jack Unit: including plunger, guide bearing, packing and packing gland.

Controller: including relays, resistors, contacts, coils, leads, transformers, fuses, timing devices and solid state components.

Valves: including relief valve, pilot, lowering, leveling and checking valves; or any of the parts thereof.

Dispatching Equipment: including relays, resistors, contacts, coils, leads, fuses, transformers, timing devices and solid state components.

Selector: including electrical or mechanical drive components, cams, contacts, relays, resistors, leads, transformers and solid state components.

Governor: including sheave, bearings, shafts, contacts and governor jaws.

Car: including power door operator, door protective devices, car door hangers, car door contact, loading weighing equipment, car safety devices, car guide shoes, and subflooring.

Hoistway: including deflector sheave, secondary sheaves, buffers, governor tension assemblies, guide rails, limit switches, compensating sheave assemblies, compensating chain or cables, traveling cables, hoistway and machine room wiring, hoistway door interlocks, hoistway door hangers and gibs and auxiliary closer.

Accessory Equipment: including all accessory elevator equipment installed prior to commencement of this contract unless excepted in the exclusions paragraph.

Fixtures: car and hall button stations, master indicator control panels, all signal fixtures including contacts, buttons, key switches and locks. Lamps and sockets will be replaced during regular examinations only, or will otherwise be subject to separate billing.

Furnish lubricants: compounded to specifications and selected to give the best performance.

Furnish and maintain: hydraulic fluid at proper operating level.

Wire ropes: will be renewed as often as necessary to maintain an adequate factor of safety and equalize the tension on all hoisting ropes.

PRORATIONS:

The items listed on the schedule below show considerable wear and will have to be replaced in the near future. To provide you with the maximum service from these items, the Company is accepting them in their present condition with the understanding that you agree to pay, in addition to the base amount of this proposal, an extra price at the time the items listed are first replaced. The charge for this replacement will be determined by pro-rating the total cost of replacing the individual items. You are to pay for that portion of the life of the items used prior to the date of this contract and the Company agrees to pay for that portion used during the time of this contract.

SCHEDULE OF PARTS TO BE PRO-RATED

HOURS OF SERVICE

All work will be performed during the regular working hours of regular working days of the elevator trade, unless otherwise specified below.

The Company will provide emergency minor adjustment call back service.

Elevator Maintenance (EM)

☐ During regular working hours of the regular working days only. Callbacks outside these hours will be billed at our regular rates in addition to the contract base price.

Elevator Maintenance Time Differential (EMTD)

☒ On overtime callbacks, we will absorb the worked hours at straight time rates and you will be charged for the overtime premium portion only, at our regular billing rates.

Elevator Maintenance with Callbacks (EMC)

☐ On a 24-hour, 7 days a week basis, and we will absorb the premium expense.

☐ _____

Tests: The Company shall ☐ shall not ☒ as a part of this agreement be required to make tests as set forth in the edition of American National Standard Safety Code for Elevators and Escalators (ANSI, 17.1) in effect at the time this agreement is entered into.

SPECIAL PROVISIONS

This agreement, after acceptance by the parties named below, is agreed as being entered into, and service shall commence on the ~~fourth~~ thirty first day of January 19 92 and continue thereafter until terminated as provided in the next sentence. Either party may terminate this agreement at the end of the first ~~five~~ years after the service commencement date in this paragraph, ~~or at the end of any subsequent five year term by giving the other party written notice not less than ninety days prior to the end of any five year term.~~

See Exhibit "A" Items on this exhibit are an integral part of this Contract for Maintenance & Inspection Schedule.

EXCLUSIONS AND CONDITIONS

Are described on the reverse and incorporated as part of this agreement.

CONTRACT PAYMENTS

Are due monthly in advance at monthly increments of

Three hundred thirty-eight and 00/100ths dollars

($ 338.00) per month.

*Price to be $223.00/mo. until October 10, 1992

PRICE ADJUSTMENTS

The agreement price shall be increased or decreased as soon as practicable after an increase or decrease in labor rates by the percentage of increase or decrease in the then current straight-time hourly rate for Elevator Constructor Mechanics in the locality where the equipment is maintained.

The straight-time hourly rate for Elevator Constructor Mechanics shall be the actual hourly rate paid to such mechanics, plus payroll taxes, insurance and fringe benefits which include, but are not limited to, travel, per diem, pensions, vacations and paid holidays.

ACCEPTANCE

This proposal, when accepted by you below and approved by a Company officer, shall constitute the contract between us, and all prior representations or agreements not incorporated herein are superseded.

This Agreement, if not accepted, is subject to change without notice sixty (60) days from the date submitted.

Accepted TRUCKEE RIVER BANK
Legal Name of Purchaser

Address 10181 Truckee Tahoe Airport Rd

By _____
Owner or Authorized Agent

Title EVP/COO

Date 1-30-92

Proposed for:
UNITED STATES ELEVATOR CORP.

By _____
Christina Sullivan

Date Submitted 10/25/91

Accepted for:
UNITED STATES ELEVATOR CORP.

By _____
Corporate Officer

Title V.P.

Date 3-18-92

OK'D BY

USE 305P

TERMS AND CONDITIONS

The Purchaser will indemnify, defend and insure Company as an additional insured on Purchaser's policies against all claims, demands, and liability for damages for death or bodily injury to persons or for injury to property arising out of or connected with the use of the elevator. However, the indemnity will not extend to any loss, damage or expense arising out of the sole negligence or willful misconduct of Company or its employees while at the Purchaser's site.

At any time the Company's serviceman is servicing the equipment, the Company is asserting possession and control only over the specific component being serviced at any given moment, and possession and control of the remainder of the equipment shall remain with the Purchaser. The Company shall not be responsible for any situation that may occur that cannot be revealed by ordinary visual inspections while Company is at Purchaser's site. In the event the Purchaser fails to give the Company immediate verbal and confirming written notice within twenty-four hours of any accident, alteration or change affecting the equipment, fails to immediately discontinue use of the equipment known or suspected to be faulty, or fails to maintain surveillance of the equipment in order to detect faulty operation, then Purchaser will be held responsible for any and all damages, injuries and liability as a result of said failure. This notice requirement is to be strictly construed and any failure to comply with this requirement will serve to hold the Purchaser and its insurer liable for any and all damages or injuries which result therefrom. In the event Company gives Purchaser notice of or Purchaser fails to have any unsafe conditions corrected, Company shall have no further obligation to perform under this contract and such failure to correct shall be deemed a material breach of this contract by Purchaser.

The Company shall not be held responsible or liable for any loss, damage, detention, or delay caused by accidents, strikes, lockouts, fire, floods, acts of civil or military authorities, or by insurrection or riot, or by any other cause which is beyond its reasonable control. In no event shall the Company be liable vicariously or for consequential damages or for disposal of hazardous waste materials. No work, service or liability on the part of the Company other than that specifically mentioned herein is intended. The Company shall not be liable for any environmental/ecological reporting, testing, cleaning, or rehabilitation dictated by any agency or party for any reason. If such action is required, the Company shall be fully compensated by the Purchaser.

In the event of sale, lease or other transfer of the elevators or other equipment described herein, or the premises in which they are located, or a change in the paying party, the Purchaser agrees to see that such transferee or alternate payment party is made aware of this contract and assumes and agrees to be bound by the terms hereof for the balance of the contract term and subject to termination as herein provided, or otherwise be liable for the full unpaid balance due for the unexpired term of the contract; provided however, that in any such case the Company may in its sole discretion terminate the above contract with any such successor at any time upon thirty (30) days advance notice in writing. The contract price is a unit amount for the entire contract period subject to interest and escalation adjustments. Monthly payments are only for Purchaser's convenience.

In the event of breach of this contract including the failure by Purchaser to pay the price when due, the Company may at its option declare all sums due or to become due under this contract for the unexpired term of the contract immediately due and payable, and Purchaser agrees that the Company is discharged from any further obligations to perform. Any monies due shall bear interest at the maximum rate allowed by law. Interest when not paid shall compound where permitted by law. In the event legal or other action is instituted by the Company to collect any money due it under this contract or damages for its breach, it shall be entitled to recover all third party collection expenses, attorney's fees and costs incurred by it with interest in conjunction with such action whether or not a lawsuit is filed or concluded. In the event of an actual or alleged default by Company, Purchaser shall give Company a ten-day written notice and if Company fails to cure or commence action to cure within such period, Purchaser may, upon an additional three-day written notice, terminate this agreement.

In the event the Purchaser's acceptance is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this proposal shall govern in the event of conflict.

EXCLUSIONS

The following items are not included in the contract: maintaining, refinishing, repairing or replacement of any components of the elevator cab, its floor, floor covering, sills, handrails, ceiling, etc.; the hoistway enclosures, doors, frames and sills or other portions of the equipment subject to public abuse; hydraulic cylinders, casings and concealed hydraulic piping; replacement of any light bulbs, fluorescent tubes and associated fixtures used for cab illumination; batteries for emergency lighting, any power units or components installed or connected for emergency standby power use; main line power switches, breakers and feeders to control equipment; obsolete equipment which is no longer regularly available through normal supply sources. If the original equipment was not manufactured or installed by United States Elevator Corporation, or was provided by Purchaser (such as, but not limited to: alarm, security, intercom or other systems); any problems with design, material or workmanship are specifically excluded from coverage under this agreement. If the elevators are equipped with a fireman's control feature, the Company will not be responsible for the maintenance or functioning of the smoke and/or heat detectors/sensors.

Repairs or renewals necessitated by ordinary wear and tear only shall apply to this contract, and the Company shall not be required to make adjustments, repairs or renewals necessitated by reason of negligence on the part of others, misuse of the equipment, environmental conditions including leakage, or by reason of any other cause beyond the Company's control. In the event tests are required by contract, Purchaser understands that the tests impose upon the equipment greater strains than those arising from normal operation. Therefore, it is agreed that in making such tests, the Company shall not be liable for leakage, loss, damage, injury or destruction of persons or property, except those of the Company, because of the action or failure of any of these devices. If repairs are necessary before or after such tests to meet code or performance requirements, such work shall be considered as an extra to the contract and payable as a separate order. The Company is not obligated to install new attachments on the elevator, make new or different tests or do other things not required by governmental regulations in effect on the date the contract was first entered into whether or not recommended or directed by insurance companies or by governmental authorities, nor make any replacements with parts of a different design unless agreed to separately in writing.

PROTECTIVE MAINTENANCE LUBRICATION AND INSPECTION SCHEDULE

DATE OF FIRST INSPECTION

U.S. ELEVATOR

EXHIBIT "A"

ELEVATOR NO. _____ JOB NAME _____

JOB ADDRESS _____ JOB NO. _____

	EQUIPMENT	CODE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43
MONTHLY	M.G. SET SLEEVE BEARINGS	CL																																										
	MOTOR BEARINGS (GEARLESS & GEARED)	CL																																											
	M.G. & MOTOR BRUSHES & COMMUTATOR	C																																										
	GENERAL OPERATION OF ELEVATOR																																											
	CONTROLLER & SELECTORS	CA																																										
		CA																																										
	WORM & GEAR & MACHINE BEARINGS																																											
	CAR DOOR HANGERS & GIBS	CL																																										
	CAR TOP SENSOR	CA																																										
	GUIDE RAILS (NO LUBRICATION)	CA																																										
	DOOR CLOSER CHECKS & INTERLOCKS	CA																																										
	RELAY CABINETS	CL																																										
	MACHINE ROOM, CAR TOP & PIT - PIT CAN	CL																																										
	OIL TANK LEVEL	C																																										
	DISTRIBUTION, P.I., & HOIST LANTERNS	CL																																										
	SAFETY EDGE & LIGHT MATS	C																																										
	SAGE PACKING	CA																																										
		C																																										
QUARTERLY	BRAKE WHEEL, SPECIMEN SPACE LININGS																																											
	SELECTOR GUIDES & SHEAVES	CL																																										
	SELECTOR SEGMENTS, FINISH CONTACTS, ZONE & SLOWDOWN CONTACTS	CAL																																										
	DOOR OPERATOR MOTOR & CONTACTS	CA																																										
	SETTING CAM	CAL																																										
	GUIDE RAILS (LUBRICATION)	GAL																																										
	GOVERNOR & TENSION SHEAVE	CL																																										
	OIL BUFFERS	CL																																										
	MACHINE	CL																																										
	GOVERNOR & HOIST CABLES (INSPECTION)	C																																										
	RELAYS & CONTACTS	C																																										
	TRAVELING CABLES	CA																																										
		C																																										
SEMI-ANNUALLY	STOPPING SLOWDOWN & LIMIT SWITCHES																																											
	CAR & COUNTERWEIGHT SHOPPERS	CA																																										
	CAR STATION	CA																																										
	ROLLER GUIDES	CA																																										
	MOTOR STARTER CONTACTS & CONNECTIONS	CA																																										
	CAR TOP SENSING & LIMITS	CA																																										
		C																																										
ANNUALLY	SHEAVES (DEFLECTOR, CAR CWT & MACHINE																																											
	SAFETIES	CL																																										
	ROLLER BEARINGS-GEARED & GEARLESS MACHINES	GA																																										
	M.G. SETS & HOISTING MOTORS	CL																																										
		CL																																										

CODE:

CA = CHECK & ADJUST
CL = CLEAN & LUBRICATE
C = CHECK & CLEAN
A = ADJUST
L = LUBRICATE

EXAMINER SHOULD INSP... THAT BOOK (CAR...

PROTECTIVE MAINTENANCE LUBRICATION AND INSPECTION SCHEDULE

U.S. ELEVATOR

Exhibit "A"

ELEVATOR NO. _____ JOB NAME _____

JOB ADDRESS _____ JOB NO. _____

	EQUIPMENT	CODE
MONTHLY	M.G. SET SLEEVE BEARINGS	CL
	MOTOR BEARINGS-GEARED LEVEL GEARED & GEARLESS	CL
	M.G. & MOTOR BRUSHES & COMMUTATOR	C
	GENERAL OPERATION OF ELEVATOR	
	CONTROLLER & SELECTORS	CA
		CA
QUARTERLY	WORM & GEAR & MACHINE BEARINGS	
	CAR DOOR HANGERS & GIBS	CL
	CAR TOP SENSOR	CA
	GUIDE RAILS (NO LUBRICATION)	CA
	DOOR CLOSER CHECKS & INTERLOCKS	CA
	RELAY CABINETS	CL
	MACHINE ROOM CAR TOP & PIT - PIT CAN	CL
	OIL TANK LEVEL	C
	DISTRIBUTION, P.E., & HALL LANTERNS	CL
	SAFETY EDGE & LIGHT RAYS	C
	SHEAVE PACKING	CA
		C
SEMI-ANNUALLY	BRAKE WEAR-INSPECTION & ADJUSTMENT	
	DEFLECTOR GUIDES & SHEAVES	CL
	SELECTOR SEGMENTS, FINISH CONTACTS, ZONE & SLOWDOWN CONTACTS	CAL
	DOOR OPERATOR MOTOR & CONTACTS	CA
	HOISTING CAM	CAL
	GUIDE RAILS (LUBRICATION)	CAL
	GOVERNOR & TENSION SHEAVE	CL
	OIL BUFFERS	CL
	MACHINE	CL
	GOVERNOR & HOIST CABLES (INSPECTION)	C
	RELAYS & CONTACTS	C
	TRAVELING CABLES	CA
		C
ANNUALLY	STOPPING SLOWDOWN & LIMIT SWITCHES	
	CAR & COUNTERWEIGHT SHOPPERS	CA
	CAR STATION	CA
	ROLLER GUIDES	CA
	MOTOR STARTER CONTACTS & CONNECTIONS	CA
	CAR TOP SENSORS & LIGHTS	CA
		C
	SHEAVES (DEFLECTOR, CAR, CWT & MACHINE	
	SAFETIES	CL
	ROLLER BEARINGS-GEARED & GEARLESS MACHINES	CA
	M.G. SETS & HOISTING MOTORS	CL
		CL

CODE: CA = CHECK & ADJUST
CL = CLEAN & LUBRICATE
C = CHECK & CLEAN
A = ADJUST
L = LUBRICATE

EXAMINER SHOULD INSP... THAT WORK IS DO...

CORPORATE RESOLUTION TO OBTAIN CREDIT, GRANT SECURITY, GUARANTEE, SUBORDINATE, OR ACT AS GENERAL PARTNER/JOINT VENTURER

RECITALS

A. Truckee River Bank, a corporation duly organized and existing under the laws of California (the "Corporation") desires to obtain present or future credit from, grant security to, or give guaranties or subordinations to, The Bank of California, N.A. ("Bank"); and

B. The Corporation desires that certain officer(s) be authorized, from time to time, to act on its behalf in obtaining such credit from, granting security to, or giving guaranties or subordinations to, Bank.

NOW, THEREFORE, IT IS **RESOLVED THAT:**

1. **Authorization.** Any Two of the following officers of this Corporation is authorized and directed, in the name and on behalf of the Corporation, from time to time, with or without security, to obtain credit and other financial accommodations from Bank, or to give guaranties or subordinations to Bank, upon such terms as any such officer shall approve:
Thomas J. Faragher, William H. McGaughey, David P. McLean, Leslie S. Williams

2. **Scope of Authority.** Without limiting the generality of the authority granted, each officer designated in paragraph 1 above is authorized, from time to time, in the name and on behalf of the Corporation, to:

a) Incur Indebtedness to Bank. The word "Indebtedness" as used herein means all debts, obligations and liabilities including without limitation obligations and liabilities under guaranties or subordinations, currently existing or now or hereafter made, incurred or created, whether voluntary or involuntary and however arising or evidenced, whether direct or acquired by assignment or succession, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and whether liability is individual or joint with others, all renewals, extensions and modifications thereof, and all attorneys' fees and costs incurred in connection with the negotiation, preparation, workout, collection and enforcement thereof;

b) Execute, deliver and endorse with respect to Indebtedness to Bank, promissory notes, loan agreements, drafts, guaranties, subordinations, applications and agreements for letters of credit, acceptance agreements, foreign exchange documentation, indemnities, waivers, purchase agreements and other financial undertakings, leases and other documents and agreements in connection therewith, and all renewals, extensions or modifications thereof;

c) Grant security interests in, pledge, assign, transfer, endorse, mortgage or hypothecate, and execute security or pledge agreements, financing statements and other security interest perfection documentation, mortgages and deeds of trust on, and give trust receipts for, any or all property of the Corporation as may be agreed upon by any officer as security for any or all indebtedness of the Corporation or any other individual or entity ("Person"), and grant and execute renewals, extensions or modifications thereof;

d) Sell to, or discount or rediscount with, Bank all negotiable instruments, including without limitation promissory notes, commercial paper, drafts, accounts, acceptances, leases, chattel paper, contracts, documents, instruments or evidences of debt at any time owned, held or drawn by the Corporation, and draw, endorse or transfer any of such instruments or documents on behalf of the Corporation, guarantee payment or repurchase thereof, and execute and deliver to Bank all documents and agreements in connection therewith, and all renewals, extensions or modifications thereof; and

e) Direct the disposition of the proceeds of any credit extended by Bank, and deliver to Bank and accept from Bank delivery of any property of the Corporation at any time held by Bank;

3. **Writings.** Any instruments, documents, agreements or other writings executed under or pursuant to these resolutions (collectively, the "Resolution") may be in such form and contain such terms and conditions as may be required by Bank in its sole discretion, and execution thereof by any officer authorized under the Resolution shall be conclusive evidence of such officer's and the Corporation's approval of the terms and conditions thereof.

4. **Certification.** The Secretary or any Assistant Secretary of the Corporation is hereby authorized and directed from time to time to certify to Bank a copy of the Resolution, the names and specimen signatures of the officers designated in paragraph 1 above, and any modification thereof;

5. **Ratification/Amendment.** The authority given under the Resolution shall be retroactive and any and all acts so authorized that are performed prior to the Resolution's formal adoption are hereby approved and ratified. In the event two or more resolutions of this Corporation are concurrently in effect, the provisions of each shall be cumulative, unless the later(est) shall specifically provide otherwise. The authority given hereby shall remain in full force and effect, and Bank is authorized and requested to rely and act thereon, until Bank shall have received at its 400 California Street, San Francisco Office a certified copy of a further Resolution of the Corporation's Board of Directors amending, rescinding or revoking the Resolution;

6. **Requests for Credit.** Credit may be requested by the Corporation from Bank in writing, by telephone, or by other telecommunication method acceptable to Bank. The Corporation recognizes and agrees that Bank cannot effectively determine whether a specific request purportedly made by or on behalf of the Corporation is actually authorized or authentic. As it is in the Corporation's best interest that Bank extend credit in response to these forms of request, the Corporation assumes all risks regarding the validity, authenticity and due authorization of any request purporting to be made by or on behalf of the Corporation. The Corporation is hereby authorized and directed to repay any credit that is extended by Bank pursuant to any request which Bank in good faith believes to be authorized, or when the proceeds of any credit are deposited to the account of the Corporation with Bank, regardless of whether any individual or entity other than the Corporation may have authority to draw against such account.

7. **Corporation As General Partner/Joint Venturer.** Nothing in its articles of incorporation or by-laws limits or prohibits the Corporation from acting as a general or limited partner of a partnership or joint venturer of a joint venture. Any officer designated in paragraph 1 of the Resolution is authorized, on behalf of the Corporation, in its role as a general or limited partner or a joint venturer, to execute, deliver and endorse all certificates, authorizations and agreements sufficient to evidence the Corporation's role in and responsibilities to and for such partnership or joint venture so that Bank may rely thereon, and in its evidence such partnership's or joint venture's obligations and liabilities to Bank.

CERTIFICATE OF SECRETARY OF THE CORPORATION

I hereby certify to The Bank of California, N.A. ("Bank") that the attached corporate resolution is a true copy of the Resolution defined therein duly adopted _____, 19____, by the Board of Directors of Truckee River Bank, a corporation duly organized and existing under the laws of California (the "Corporation") and duly entered in the records of the Corporation, and that the Resolution is in conformity with applicable law and regulation, the Articles of Incorporation and the By-Laws of the Corporation and is now in full force and effect.

I also certify that the following are the names and genuine specimen signatures of the officers of this Corporation authorized in paragraph 1 of the Resolution:

Corporate Title	Name	Signature
X President/C.E.O.	THOMAS J. FARAGHER	
X Executive Vice President/C.O.O.	WILLIAM H. McGAUGHEY	
X Executive Vice President	DAVID P. McLEAN	
X Vice President	LESLIE S. WILLIAMS	

I agree to notify Bank in writing of any change in any aspect of the Resolution or of any individual holding any office set forth in this certificate immediately upon the occurrence of any such change, and to provide Bank with a copy of the modified resolution(s) and the genuine specimen signature of any such new officer.

The authority provided for in the Resolution shall remain in full force and effect, and Bank is authorized and requested to rely and act thereon until Bank shall receive at its 400 California St., San Francisco Office either a certified copy of a further resolution of this Corporation's Board of Directors amending the Resolution, or a certification of a change in the authorized officer(s).

Dated: February 21, 19 92

X _____

Secretary of

Truckee River Bank

SEAL

(if no seal, so state)

President* of

*It is Bank policy that when the Secretary is among those authorized, the President should also sign the Certificate.

file

Sierra Tahoe Bancorp

April 6, 1992

Federal Home Loan Mortgage Corporation
15303 Ventura Boulevard, Suite 200
Sherman Oaks, CA 91403

Attention: Andy Fenstermacher
Marketing Operations

Enclosed is a signed original of the Master Agreement as requested in your letter dated March 31, 1992.

If you have any questions, please call me at (916) 582-3820.

Many thanks.

Sincerely,

David C. Broadley
Senior Vice President/
Chief Financial Officer

DCB:akb

Enclosures

Western Regional Office
(located in the Imperial Bank Building)
15303 Ventura Blvd., Suite 200
Sherman Oaks, California 91403
818 905.0070

Mail to:
P.O. Box 9114
Van Nuys, California 91409-9114

Freddie Mac

March 31, 1992

David Broadley
Chief Financial Officer
Senior Vice President
Truckee River Bank
10015 Palisades Drive
Truckee, CA 95734

RE: Master Commitment Contract #M92033186 (Mandatory)
Seller/Servicer #932700

Dear Mr. Broadley:

Enclosed are one original and one duplicate copy of the above referenced Master Commitment Contract together with any applicable attachments. The Conversion Confirmation form and loan numbers will be forwarded under separate cover.

In order to accept and confirm the terms of Freddie Mac's offer, you must sign the enclosed original Master Commitment Contract in the space provided and return it to:

Federal Home Loan Mortgage Corporation
15303 Ventura Boulevard, Suite 200
Sherman Oaks, CA 91403
Attn: Andy Fenstermacher, Marketing Operations

If you have any questions, please contact Butch Story, Manager of Marketing Operations at (818) 905-3424.

Sincerely,

Beverly Twigg Kennedy

Beverly Twigg Kennedy
Vice President of Marketing and Sales

Enclosures

MASTER COMMITMENT CONTRACT

RE: Master Commitment Contract #M92033186 (Mandatory)
Seller/Servicer #932700

This Master Commitment Contract, dated as of March 31, 1992 (the "Master Commitment"), is by and between Federal Home Loan Mortgage Corporation ("Freddie Mac") and Truckee River Bank, Seller/Servicer #932700 ("Seller").

This Master Commitment sets forth the terms and conditions of Seller's sale to Freddie Mac of the mortgages described in Section I.5 below titled "Mortgage Products" (the "Mortgages").

Terms used in this Master Commitment and not otherwise defined herein shall have the meanings ascribed to them in the Freddie Mac Sellers' & Servicers' Guide (the "Guide"), as amended and supplemented by Freddie Mac Sellers' and Servicers' Bulletins published prior to the date of this Master Commitment. References to Freddie Mac's mortgage products and delivery programs shall have the meanings ascribed to them in the Guide.

In connection with the sale and servicing of Mortgages and, if applicable, the purchase of PCs contemplated by this Master Commitment, Seller shall comply with all requirements of the Purchase Documents, which are modified and supplemented by and incorporated into this Master Commitment.

Section I. General Terms

1. Contract Commitment Amount. The Contract Commitment Amount shall be $10 million.

2. Required Delivery Date. The Required Delivery Date shall be December 31, 1992.

3. Delivery Program. The Mortgages shall be sold under either the Guarantor Program, the MultiLender Swap Program or the Cash Program (the "Delivery Programs").

4. Mandatory Delivery. Delivery under the terms of this Master Commitment is Mandatory. Until the earlier of (i) the fulfillment of the Contract Commitment Amount or (ii) the Required Delivery Date, all Mortgages sold to Freddie Mac shall be sold pursuant to, and credited toward the Contract Commitment Amount of, this Master Commitment.

5. Mortgage Products. The mortgage products eligible for sale, as permitted by the parameters of the applicable Delivery Program and the terms of this Master Commitment, are as follows:

   - 15-year, 1-4 family, first lien, fixed-rate, fully amortizing conventional mortgages ("15-year fixed-rate Mortgages")

   - 30-year, 1-4 family, first lien, fixed-rate, fully amortizing conventional mortgages ("30-year fixed-rate Mortgages"; collectively with 15-year fixed-rate Mortgages, "fixed-rate Mortgages")

- 5-year Balloon/Reset Mortgages

- 7-year Balloon/Reset Mortgages (collectively with 5-year Balloon/Reset Mortgages, "Balloon/Reset Mortgages")

- Adjustable rate mortgages ("ARMs"), provided that for all 2% 1-year ARMs, 2% 1-year COF ARMs and 1% semiannual COF ARMs that have an Origination Date after March 15, 1992, Borrower shall be qualified as follows:

  (i) for such Mortgages with total loan-to-value ratios less than or equal to 75 percent, Borrower is qualified at the greater of 7 percent or the initial gross coupon rate; and

  (ii) for such Mortgages with total loan-to-value ratios greater than 75 percent, the Borrower is qualified at the greater of 7 percent or the initial gross coupon rate plus the maximum second year adjustment (initial note rate plus two percent).

6. Freddie Mac's Interest in Mortgages. Seller shall sell whole Mortgages and/or participation interest in Mortgages as permitted by the parameters of the applicable Delivery Program.

7. Without Recourse. The Mortgages shall be sold without recourse within the meaning of Section 5306(b) of the Guide.

8. Purchase Tolerances. Notwithstanding the purchase tolerance set forth in Section 5304 of the Guide, purchase by Freddie Mac of at least 90 percent of the Contract Commitment Amount shall constitute fulfillment by Seller of the purchase requirements under this Master Commitment. In addition, Freddie Mac shall purchase Mortgages otherwise eligible for purchase with an aggregate unpaid principal balance not to exceed 110 percent of the Contract Commitment Amount.

9. Pair-off Fees. The pair-off fee shall be 12.5 basis points (0.125 percent) of the pair-off amount, as defined in Section 0906 of the Guide.

10. Seasoning of Mortgages. Each Mortgage purchased pursuant to this Master Commitment shall have an Origination Date of not more than 12 months prior to the Delivery Date with the exception of Converted Mortgages, as defined in Chapter 56 of the Guide, each of which shall have been converted to a fixed rate of interest not more than 12 months prior to the Delivery Date.

Section II. Minimum Servicing Spread

1. Cash Program-Gold Cash. With respect to Mortgages purchased under the Cash Program-Gold Cash, the Minimum Servicing Spread shall be 25 basis points (.250 percent).

2. Guarantor Program-Gold PCs. With respect to Mortgages purchased under the Guarantor Program-Gold PCs, the Minimum Servicing Spread shall be 25 basis points (.250 percent).

Section III. Required Spreads

1. Guarantor Program-Original PCs. For ARMs, the Required Spread shall be 25.0 basis points (.250 percent).

2. Guarantor Program-Gold PCs. The Required Spread for Mortgages delivered under the Guarantor Program-Gold PCs shall be as follows:

   - For 15-year fixed-rate Mortgages, the Required Spread shall be 26.5 basis points (.265 percent).

   - For 30-year fixed-rate Mortgages, the Required Spread shall be 27.5 basis points (.275 percent).

   - For 5-year Balloon/Reset Mortgages, the Required Spread shall be as follows:

     (i) 36.5 basis points (.365 percent) for Mortgages originated pursuant to the Attachment titled "Special Underwriting Provisions" Paragraph 2 relating to Balloon/Reset Mortgages subject to buydowns (such Mortgages are referenced in Exhibit I attached hereto as "Risk Category 1").

     (ii) 31.5 basis points (.315 percent) for all other 5-year Balloon/Reset Mortgages (such Mortgages are referenced in Exhibit I as "Risk Category 2").

     For all 5-year Balloon/Reset Guarantor Program Conversions the Seller shall be required to submit a completed Guarantor Conversion Worksheet, attached as Exhibit I, to Freddie Mac's Western Regional Office, Attention: Marketing Contract Administrator, prior to Seller's notification of each Guarantor Program Conversion. In the event Exhibit I reflects that Mortgages delivered pursuant to paragraphs (i) and (ii) are to be combined in the same pool, a weighted average Required Spread shall be rounded up to the nearest .5 basis point (.005 percent). Freddie Mac's determination of such Required Spread shall be conclusive.

   - For 7-year Balloon/Reset Mortgages, the Required Spread shall be as follows:

     (i) 34.5 basis points (.345 percent) for Mortgages originated pursuant to the Attachment titled "Special Underwriting Provisions" Paragraph 2 relating to Balloon/Reset Mortgages subject to buydowns (such Mortgages are referenced in Exhibit I attached hereto as "Risk Category 3").

     (ii) 29.5 basis points (.295 percent) for all other 7-year Balloon/Reset Mortgages (such Mortgages are referenced in Exhibit I as "Risk Category 4").

For all 7-year Balloon/Reset Guarantor Program Conversions the Seller shall be required to submit a completed Guarantor Conversion Worksheet, attached as Exhibit I, to Freddie Mac's Western Regional Office, Attention: Marketing Contract Administrator, prior to Seller's notification of each Guarantor Program Conversion. In the event Exhibit I reflects that Mortgages delivered pursuant to paragraphs (i) and (ii) are to be combined in the same pool, a weighted average Required Spread shall be rounded up to the nearest .5 basis point (.005 percent). Freddie Mac's determination of such Required Spread shall be conclusive.

3. Other Mortgage Types. The Required Spread for Mortgages delivered pursuant to this Master Commitment for which the Required Spread has not been set forth in the preceding sections shall be provided to the Seller upon Seller's notification of a Master Commitment Conversion ("Conversion").

Section IV. Remittance Cycles, Buyup and Buydown Features

1. Guarantor Program-Original PC. For sales under the Guarantor Program-Original PCs, Seller may elect ARC for any Conversion.

2. Cash Program-Gold Cash. For sales under the Cash Program-Gold Cash, Seller may elect either the First Tuesday remittance cycle or Gold remittance cycle for any Cash Conversion.

3. Gold Guarantor Program. For sales under the Guarantor Program-Gold PCs, Seller may elect either the First Tuesday remittance cycle or Super ARC for any Conversion. If Seller elects to use the Super ARC program, remittances shall be made on the calendar day of the month specified by Seller when Seller enters into its first Conversion using the Super ARC program; such remittance date may be any calendar day from the first to the 15th day of the month. The remittance date selected by Seller in its first Conversion using the Super ARC program shall be the remittance date applied to all Mortgages delivered pursuant to this Master Commitment under Conversions using the Super ARC program. Seller shall type on the first Conversion Confirmation using the Super ARC program, the following: "Seller has designated the ____ calendar day of the month as its Super ARC remittance date for all Mortgages delivered under this Conversion and all subsequent Conversions under this Master Commitment that use the Super ARC program".

4. Buyup and Buydown Features. Seller may elect the Buyup or Buydown option at the time of any Conversion. Seller may elect the Buyup option, as available under the terms of the applicable Delivery Program, at the time of any Cash Conversion.

Section V. Special Underwriting Provisions

The special underwriting provisions applicable to Mortgages purchased pursuant to this Master Commitment are set forth at the attachment titled "Special Underwriting Provisions".

Section VI. Special Mortgage Products

Pursuant to this Master Commitment, certain mortgage products, which under the Guide either are not mortgage products eligible for purchase or are eligible for purchase only on a negotiated basis, shall be eligible for purchase. The provisions pertaining to such mortgage products are set forth at the following attachments:

1. Investment Property Mortgages. The criteria applicable to Mortgages secured by investment properties are contained in the attachment titled "Provisions Relating to Mortgages Secured By Investment Properties".

Section VII. Allocation of Mortgage Purchases

Notwithstanding the requirements of Section 5204 of the Guide, the unpaid principal balance of mortgages purchased pursuant to conversions under the Guarantor Program or MultiLender Swap Program and Cash Program Purchase Contracts under the Cash Program (collectively, "conversions") shall be credited to the contract commitment amount set forth in any master commitment between Freddie Mac and Seller with respect to which the contract commitment amount plus the purchase tolerance has not been filled and the required delivery date has not passed (the "Prior Master Commitment"), until the earlier of (a) the date on which Seller has converted (with respect to Cash Program Purchase Contracts) and Freddie Mac has purchased (with respect to conversions under the Guarantor Program or the Multilender Swap Program) mortgages having an aggregate unpaid principal balance equal to the contract commitment amount plus the purchase tolerance set forth in the Prior Master Commitment or (b) the required delivery date stated in the Prior Master Commitment.

Thereafter, Seller shall specify on the Conversion Confirmation or when placing the cash offer that the Mortgages purchased shall be credited to this Master Commitment.

In the event that, before (i) the date on which Seller has filled the contract commitment amount plus the purchase tolerance specified in the Prior Master Commitment, and (ii) the required delivery date specified in the Prior Master Commitment, Seller elects to take conversions to be credited to this Master Commitment, Seller shall be deemed to have waived any right to take any additional conversions to sell mortgages under the Prior Master Commitment. In the event Seller's right to take conversions to sell mortgages under the Prior Master Commitment is so terminated, Seller, in addition to being liable for any pair-off fees pursuant to Section 5206 of the Guide, shall be subject to any remedies for nondelivery if and to the extent Seller's deliveries under the Prior Master Commitment exceed the dollar and/or percentage limitations on any product or any special underwriting provision set forth in the Prior Master Commitment.

Section VIII. Concluding Provisions

The original of this Master Commitment shall be executed by Seller and returned to Freddie Mac by April 14, 1992.

IN WITNESS WHEREOF, Seller and Freddie Mac have caused this Master Commitment to be executed by their duly authorized representatives as of the date first set forth above.

FEDERAL HOME LOAN MORTGAGE CORPORATION

By: _____
Beverly Twigg Kennedy
Title: Vice President of Marketing and Sales

TRUCKEE RIVER BANK

By: _____
(Signature of Authorized Officer)

Print Name: WILLIAM H. MCGAUGHEY

Title: EXECUTIVE VICE PRESIDENT
CHIEF OPERATING OFFICER

Date: APRIL 6, 1992

For mortgage related security trades, whether it be for this or some other transaction, you are invited to call your Freddie Mac Security Sales & Trading Representative at 800-424-5401.

mm/1069/03119205

Exhibit I

GUARANTOR CONVERSION WORKSHEET

Date: _____

Master Commitment #: M92033186

Seller/Servicer #: 932700

Seller Name: Truckee River Bank

$ Amount Conversion: _____

5-YEAR BALLOON/RESET MORTGAGE RISK CATEGORY PRICING

Risk Category	Required Spread	% of Pool
#1	36.5 bp	
#2	31.5 bp	
Weighted Average Required Spread (must be rounded up to the nearest .005%)		

7-YEAR BALLOON/RESET MORTGAGE RISK CATEGORY PRICING

Risk Category	Required Spread	% of Pool
#3	34.5 bp	
#4	29.5 bp	
Weighted Average Required Spread (must be rounded up to the nearest .005%)		

Seller/Servicer: _____
(signature of authorized officer)

Verification by Freddie Mac: _____

_____
Conversion #
(To be completed by Freddie Mac)

ATTACHMENT TO MASTER COMMITMENT #M92033186

Special Underwriting Provisions

For Mortgages purchased pursuant to this Master Commitment, the provisions of the sections of the Guide indicated below shall be modified as set forth below. Except as expressly and specifically modified by the provisions of this Attachment, all other provisions of the Guide, including other provisions of the sections of the Guide listed but not specifically modified below, shall remain in effect.

1. "Cash-Out" Refinance Mortgages Secured by Second Homes - Sections 1303 and 1406.1. "Cash-out" refinance mortgages secured by second homes shall be eligible for purchase, provided that:

   (a) no such Mortgage is secured by a unit in a Class I or Class II Condominium project;

   (b) the total loan-to-value ratios of all such Mortgages does not exceed 60 percent;

   (c) in the event any of the proceeds of any such Mortgage are used to pay off junior liens, such junior liens shall be at least two years old as of the Origination Date of such Mortgage; and

   (d) on the Delivery Date of any such Mortgage, Seller shall pay Freddie Mac a fee equal to 1.5 percent of the aggregate unpaid principal balance of such Mortgage.

2. Balloon/Reset Mortgages Subject to Buydowns - Section 5906. Balloon/Reset Mortgages with temporary subsidy buydown of the monthly payment of principal and interest complying with the terms of Section 1404 of the Guide shall be eligible for purchase, provided that:

   (a) all such Mortgages are purchase money mortgages secured by owner-occupied primary residences;

   (b) the initial interest rate is not more than two percent below the Coupon Rate;

   (c) the increases in the Borrower's principal and interest payment do not exceed the amount which results from a one percent per year increase in the effective interest rate;

   (d) for Mortgages with total loan-to-value ratios of 75 percent or less, the Borrower is qualified as follows:

      (i) if the note coupon rate is more than 7 percent, the Borrower is qualified at the greater of 7 percent or the initital interest rate under the buydown agreement; or

      (ii) if the note coupon rate is less than or equal to 7 percent, the Borrower is qualified at the note coupon rate;

(e) for Mortgages with total loan-to-value ratios greater than 75 percent but not exceeding 90 percent, the Borrower is qualified as follows:

(i) if the note coupon rate is more than 7 percent, the Borrower is qualified at the greater of 7 percent or the initial interest rate under the buydown agreement as of the thirteenth month after the Origination Date of the Mortgage; or

(ii) if the note coupon rate is less than or equal to 7 percent, the Borrower is qualified at the note coupon rate;

(f) all funds for the required down payment, plus all prepaid and escrow items and reserves, are from Borrower's own "cash" as defined in Section 1502 of the Guide but do not include gifts to the Borrower;

(g) upon delivery of any such Mortgage under the Cash Program, Seller shall pay Freddie Mac a fee in an amount equal to .25 percent of the aggregate unpaid principal balance of all such Mortgages; and

(h) the aggregate unpaid principal balance of all such Mortgages shall not exceed 10 percent of the aggregate unpaid principal balance of all Mortgages purchased pursuant to this Agreement.

3. "Cash-out" Refinance Balloon/Reset Mortgages - Section 5906. "Cash-out" refinance Balloon/Reset Mortgages shall be eligible for purchase, provided that:

(a) all such Mortgages are secured by owner-occupied primary residences;

(b) the total loan-to-value ratios of all such Mortgages shall not exceed 75 percent;

(c) in the event that (i) the total loan-to-value ratio of any such Mortgage exceeds 65 percent, and (ii) the primary purpose of such Mortgage is to pay off (or pay down) and consolidate Borrower's existing debt obligations under revolving charge accounts or installment loans, Borrower's monthly debt payment-to-income ratio (as defined in Section 2308 of the Guide) shall not exceed the following:

(A) 45 percent, when such ratio is calculated including monthly payments on Borrower's existing debt obligations that are paid off (or paid down) and consolidated by all or a portion of such Mortgage; and

(B) 36 percent, when such ratio is calculated not including monthly payments on Borrower's existing debt obligations that are paid off (or paid down) and consolidated by all or a portion of such Mortgage; and

(d) no such Mortgage shall be subject to a temporary subsidy buydown plan.

4. Lien Priority upon Balloon Maturity Date - Second and Third Paragraphs of Section 5920(e). Seller shall not be required to repurchase Balloon/Reset Mortgages if upon the balloon maturity date any liens, defects or encumbrances on the Mortgaged Premises can not be removed or subordinated and Seller can not obtain a title insurance policy or endorsement insuring the reset mortgage as a valid first lien.

5. Mortgages Secured by Investment Properties upon Balloon Maturity Date - Second Bullet and Last Paragraph of Section 5920(f). Seller shall not be required to repurchase Balloon/Reset Mortgages, with respect to which Borrower, as of the balloon maturity date, is not occupying the Mortgaged Premises as a primary residence or second home and shall not be subject to payment of a delivery fee.

ATTACHMENT TO MASTER COMMITMENT #M92033186

Provisions Relating to Mortgages Secured by Investment Properties

This Attachment sets forth the negotiated terms on which Freddie Mac will purchase Mortgages secured by an investment property. The terms of this Attachment are supplemented if and to the extent any delivery limitations and/or special underwriting provisions of the Master Commitment specifically relate to investment property mortgages.

1. Definitions. An investment property is a 1 - 4 unit residential property, other than a primary residence or a second home, which is owned by an individual and is suitable for year-round rental and occupancy. Freddie Mac shall purchase Mortgages secured by investment properties ("investment property mortgages") in accordance with the terms set forth in this Attachment.

2. Delivery Program and Delivery Restrictions. All investment property mortgages shall be delivered under the Cash Program or the Guarantor Program.

   The aggregate unpaid principal balance of all investment property mortgages purchased pursuant to this Agreement shall not exceed 10 percent of the aggregate unpaid principal balance of all Mortgages purchased pursuant to this Agreement.

3. Eligible Mortgages. All investment property mortgages shall be fixed-rate purchase money or "no cash-out" refinance mortgages, provided that if any of the proceeds of a "no cash-out" refinance mortgage are used to pay off a junior lien, such junior lien is at least two years old as of the Origination Date of the refinance mortgage.

4. Loan-to-value Ratios. The maximum loan-to-value ("LTV") and total loan-to-value ("TLTV") ratios for investment property mortgages are as follows:

Mortgage Types and Property	Maximum LTV	Maximum TLTV
Purchase money mortgages and "no cash-out" refinance mortgages (secured by 1 - 2 unit properties)	70%	70%
Purchase money and "no cash-out" refinance mortgages originated prior to January 1, 1992 (secured by 3 - 4 unit properties)	70%	70%
Purchase money and "no cash-out" refinance mortgages originated on or after January 1, 1992 (secured by 3 - 4 unit properties)	60%	70%

5. Underwriting and Title Criteria. Investment property mortgages shall comply with Freddie Mac's underwriting and title criteria for Mortgages secured by owner-occupied primary residences. Additionally, investment property Mortgages shall meet the following requirements:

(a) Investment property mortgages shall be originated by Seller or a wholly owned subsidiary of Seller.

(b) The Borrower may not be affiliated in any way with the builder, developer or seller of the Mortgaged Premises.

(c) Anticipated rental income from the investment property must be substantiated by using the income approach on the appraisal and obtaining copies of prior years' federal tax returns or the present lease. Seller must complete Form 998 with respect to the investment property. If the net cash flow is a positive number, that figure shall be entered as net rental income in the "Gross Monthly Income" section of Form 65 and counted as stable monthly income for purposes of Section 2309 of the Guide, provided that the following conditions are met:

(i) Borrower has demonstrated experience in successfully managing investment properties, based on tax returns for two years; and

(ii) Borrower has sufficient remaining liquid assets after closing that could be used to supplement payments during vacancies (for at least 6 months) and to make regular and emergency repairs to the property as necessary.

If the net cash flow is a negative number, it must be included as a liability for qualification purposes.

(d) The expenses related to a Borrower's current primary residence must be used in calculating the Borrower's monthly housing expense-to-income ratio.

(e) With respect to all investment property mortgages originated on or after January 1, 1992, all funds for the required down payments, plus all prepaid and escrow items and reserves, are from Borrower's own "cash" as defined in Section 1502 of the Guide, but do not include gifts to the Borrower.

(f) Borrower may not own more than three other 1 - 4 unit properties (including Borrower's primary residence and the home securing the Mortgage delivered pursuant to this paragraph) that are financed. Joint ownership in residential real estate is considered the same as total ownership of an individual property for purposes of this limitation. Ownership in commercial or multifamily (five or more units) real estate is not included in this limitation.

(g) The total value of financing concessions (as defined in Section 1403 of the Guide) may not exceed 2 percent of value (as defined in Section 1301 of the Guide).

(h) Temporary subsidy buydown plans (as defined in Section 1404 of the Guide) are not permitted on investment property mortgages.

(i) Rent loss insurance coverage must be in force, providing for insurer's liability in an amount equal to the gross rentals for at least 6 months for each 2-4 unit investment property mortgage. The Seller must comply with all other insurance requirements found in Sections 6410-6422 (inclusive) of the Guide.

6. Verification Requirements. Investment property mortgages shall comply with the following verification and documentation requirements:

(a) Borrower's employment and income shall be verified by an original verification of employment form meeting the requirements of Section 2312 of the Guide or, for Borrowers who are self-employed, by documentation complying with the requirements of Section 2312.1 of the Guide.

(b) Borrower's source of funds shall be verified by either an original verification of deposit form or, if a sale of assets is involved, a signed settlement statement or other evidence of conveyance and transfer of funds (for example, an authentic bill of sale for personal property or the HUD-1 form or equivalent for real estate sales) complying with the provisions of Section 2313 of the Guide.

(c) Borrower's payment history shall be verified by either direct written reference from the mortgagee or landlord or reference contained in the credit report complying with the provisions of Section 2313.1 of the Guide.

7. Loan Documentation. Investment property mortgages shall comply with Freddie Mac's uniform loan instrument and mortgage documentation requirements applicable to mortgages secured by owner-occupied primary residences and second homes. Additionally, investment property mortgages shall meet the following requirements:

(a) A single family comparable rent schedule, substantively identical to Exhibit "A" attached hereto, must be completed and included as an addendum to Uniform Residential Appraisal Report - Form 70.

(b) For each 2 - 4 unit investment property mortgage, Borrower shall execute a 1 - 4 Family Rider - Form 3170.

(c) Seller must identify the investment property mortgage as a mortgage secured by investment property by entering code 3 for purchase or code 5 for refinance in the "Purpose of Loan" column on Form 11.

8. Delivery Fees. Seller shall pay Freddie Mac a fee upon delivery in an amount equal to the aggregate unpaid principal balance multiplied by Freddie Mac's participation interest in the investment property Mortgages and further multiplied by the delivery fee rate of 1.50 percent.

Freddie Mac will refund the fee for investment property mortgages that it determines are ineligible for purchase. Freddie Mac will not refund the fee if it has already purchased the investment property mortgage and the Seller is subsequently required to repurchase the investment property mortgage.

SINGLE FAMILY COMPARABLE RENT SCHEDULE

This form is intended to provide the appraiser with a familiar format to estimate the market rent of the subject property. Adjustments should be made only for items of significant difference between the comparables and the subject property.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address				
Proximity to Subject				
Date Lease Begins Date Lease Expires				
Monthly Rental	# Currently Rented $	$	$	$
Less: Utilities Furniture	$	$	$	$
Adjusted Monthly Rent	$	$	$	$
Data Source				
RENT ADJUSTMENTS	DESCRIPTION	DESCRIPTION + (-) $ Adjustment	DESCRIPTION + (-) $ Adjustment	DESCRIPTION + (-) $ Adjustment
Rent Concessions				
Location/View				
Design and Appeal				
Age/Condition				
Above Grade Room Count	Total : Bdrms : Baths	Total : Bdrms : Baths	Total : Bdrms : Baths	Total : Bdrms : Baths
Gross Living Area	Sq. Ft.	Sq. Ft.	Sq. Ft.	Sq. Ft.
Other (e.g., basement, etc.)				
Other:				
Net Adj. (total)		+ - $	+ - $	+ - $
Indicated Monthly Market Rent		$	$	$

Comments on market data, including the range of rents for single family properties, an estimate of vacancy for single family rental properties, the general trend of rents and vacancy, and support for the above adjustments. (Rent concessions should be adjusted to the market, not to the subject property.)

Final Reconciliation of Market Rent:

I (WE) ESTIMATE THE MONTHLY MARKET RENT OF THE SUBJECT AS OF _____ 19____ TO BE $_____

Appraiser(s) SIGNATURE _____ Review Appraiser SIGNATURE (IF APPLICABLE) _____

Issued _____ Issued _____

This form must be reproduced by the Seller.

Freddie Mac Form 1007 (6/88) Fannie Mae Form 1007 (6/88)

ATTACHMENT TO MASTER COMMITMENT #M92033186

Special Underwriting Provisions

For Mortgages purchased pursuant to this Master Commitment, the provisions of the sections of the Guide indicated below shall be modified as set forth below. Except as expressly and specifically modified by the provisions of this Attachment, all other provisions of the Guide, including other provisions of the sections of the Guide listed but not specifically modified below, shall remain in effect.

1. "Cash-Out" Refinance Mortgages Secured by Second Homes - Sections 1303 and 1406.1. "Cash-out" refinance mortgages secured by second homes shall be eligible for purchase, provided that:

   (a) no such Mortgage is secured by a unit in a Class I or Class II Condominium project;

   (b) the total loan-to-value ratios of all such Mortgages does not exceed 60 percent;

   (c) in the event any of the proceeds of any such Mortgage are used to pay off junior liens, such junior liens shall be at least two years old as of the Origination Date of such Mortgage; and

   (d) on the Delivery Date of any such Mortgage, Seller shall pay Freddie Mac a fee equal to 1.5 percent of the aggregate unpaid principal balance of such Mortgage.

2. Balloon/Reset Mortgages Subject to Buydowns - Section 5906. Balloon/Reset Mortgages with temporary subsidy buydown of the monthly payment of principal and interest complying with the terms of Section 1404 of the Guide shall be eligible for purchase, provided that:

   (a) all such Mortgages are purchase money mortgages secured by owner-occupied primary residences;

   (b) the initial interest rate is not more than two percent below the Coupon Rate;

   (c) the increases in the Borrower's principal and interest payment do not exceed the amount which results from a one percent per year increase in the effective interest rate;

   (d) for Mortgages with total loan-to-value ratios of 75 percent or less, the Borrower is qualified as follows:

      (i) if the note coupon rate is more than 7 percent, the Borrower is qualified at the greater of 7 percent or the initital interest rate under the buydown agreement; or

      (ii) if the note coupon rate is less than or equal to 7 percent, the Borrower is qualified at the note coupon rate;

(e) for Mortgages with total loan-to-value ratios greater than 75 percent but not exceeding 90 percent, the Borrower is qualified as follows:

(i) if the note coupon rate is more than 7 percent, the Borrower is qualified at the greater of 7 percent or the initial interest rate under the buydown agreement as of the thirteenth month after the Origination Date of the Mortgage; or

(ii) if the note coupon rate is less than or equal to 7 percent, the Borrower is qualified at the note coupon rate;

(f) all funds for the required down payment, plus all prepaid and escrow items and reserves, are from Borrower's own "cash" as defined in Section 1502 of the Guide but do not include gifts to the Borrower;

(g) upon delivery of any such Mortgage under the Cash Program, Seller shall pay Freddie Mac a fee in an amount equal to .25 percent of the aggregate unpaid principal balance of all such Mortgages; and

(h) the aggregate unpaid principal balance of all such Mortgages shall not exceed 10 percent of the aggregate unpaid principal balance of all Mortgages purchased pursuant to this Agreement.

3. "Cash-out" Refinance Balloon/Reset Mortgages - Section 5906. "Cash-out" refinance Balloon/Reset Mortgages shall be eligible for purchase, provided that:

(a) all such Mortgages are secured by owner-occupied primary residences;

(b) the total loan-to-value ratios of all such Mortgages shall not exceed 75 percent;

(c) in the event that (i) the total loan-to-value ratio of any such Mortgage exceeds 65 percent, and (ii) the primary purpose of such Mortgage is to pay off (or pay down) and consolidate Borrower's existing debt obligations under revolving charge accounts or installment loans, Borrower's monthly debt payment-to-income ratio (as defined in Section 2308 of the Guide) shall not exceed the following:

(A) 45 percent, when such ratio is calculated including monthly payments on Borrower's existing debt obligations that are paid off (or paid down) and consolidated by all or a portion of such Mortgage; and

(B) 36 percent, when such ratio is calculated not including monthly payments on Borrower's existing debt obligations that are paid off (or paid down) and consolidated by all or a portion of such Mortgage; and

(d) no such Mortgage shall be subject to a temporary subsidy buydown plan.

4. Lien Priority upon Balloon Maturity Date - Second and Third Paragraphs of Section 5920(e). Seller shall not be required to repurchase Balloon/Reset Mortgages if upon the balloon maturity date any liens, defects or encumbrances on the Mortgaged Premises can not be removed or subordinated and Seller can not obtain a title insurance policy or endorsement insuring the reset mortgage as a valid first lien.

5. Mortgages Secured by Investment Properties upon Balloon Maturity Date - Second Bullet and Last Paragraph of Section 5920(f). Seller shall not be required to repurchase Balloon/Reset Mortgages, with respect to which Borrower, as of the balloon maturity date, is not occupying the Mortgaged Premises as a primary residence or second home and shall not be subject to payment of a delivery fee.

6. One Balloon/Reset Mortgage Originated by a Third-Party Source. One "cash-out" refinance 7-year Balloon/Reset Mortgage originated by a Third-Party source shall be eligible for purchase, provided that:

   (a) such Mortgage shall be in the name of Donald S. and Debra K. Miley; and

   (b) the aggregate unpaid principal balance of such Mortgage does not exceed $120,000.

MASTER COMMITMENT AMENDMENT

RE: Master Commitment Contract #M92033186 (Mandatory)
Seller/Servicer #932700

This master commitment amendment dated April 9, 1992 (the "Amendment"), amends and supplements the above referenced Master Commitment, dated March 31, 1992 (the "Master Commitment"), under which Freddie Mac agreed to purchase mortgages having a maximum aggregate unpaid principal balance of $10 million from Truckee River Bank.

The amended and supplemental terms are as follows:

A new paragraph 6 shall be added to the Attachment titled "Special Underwriting Provisions" which new paragraph 9 shall read as set forth in the enclosed attachment revised as of April 9, 1992.

Except as modified in this Amendment, all of the terms and conditions of the original Master Commitment remain in full force and effect.

The original of this Amendment shall be executed by Seller and returned to Freddie Mac by April 23, 1992.

IN WITNESS WHEREOF, Seller and Freddie Mac have caused this Amendment to be executed by their duly authorized representatives as of the date first set forth above.

FEDERAL HOME LOAN MORTGAGE CORPORATION

By: Beverly Twigg Kennedy

Beverly Twigg Kennedy
Title: Vice President of Marketing and Sales

TRUCKEE RIVER BANK

By: William H. McGaughey

(Signature of Authorized Officer)

Print Name: William H. McGaughey

Print Title: Executive Vice President

Date: April 9, 1992

gb/1118/04069212

Truckee River Bank

April 10, 1992

Wells Fargo Bank, N.A.
Real Estate Negotiations
111 Sutter Street, 22nd Floor
San Francisco, CA 94163

Re: Renewal of Lease - Bijou Branch, South Lake Tahoe, CA

Ladies/Gentlemen:

Pursuant to the Sublease entered into on December 1, 1984, between Wells Fargo Bank, N.A., and Truckee River Bank, we hereby exercise our option to renew our lease with you for the above-mentioned property. As described in Paragraph B of the Recitals of the Sublease, we have the option to renew the Master Lease for three further successive terms of five years each. This being the first period from ~~May 1~~, 1993, and expiration of ~~April 30~~, 1998.
April 21
April 20

Please acknowledge receipt of this election and acceptance of the renewal request under the same terms and conditions as outlined in the Sublease dated December 1, 1984, by signing and returning the enclosed original of this letter, retaining the copy for your files. Please advise any additional security deposit which may be required at this time. After execution of this letter, please return it to the attention of Sierra Tahoe Bancorp, Mrs. Kay Burdick, P.O. Box BD, Truckee, CA 96160.

" , with the exception of the rental which shall be mutually agreed upon,

If you have any questions, please contact me at (916) 582-3775. Thank you.

Sincerely,

William H. McGaughey
Executive Vice President
Chief Operating Officer

WHM:sab

Enclosure

April 21
I acknowledge receipt of the above "Exercise to Renew Option" for Bijou Branch from ~~May 1~~, 1993, to expiration of ~~April 30~~, 1998.
April 20

KEVIN L. SCHWARZBACH, AVP
Wells Fargo Bank, N.A.
Real Estate
Negotiations Representative

April 15, 1992
Dated

4/15/92

Mosler.

SELLER'S ORDER NO
34471

The following, upon execution by both parties, constitutes a contract by and between Mosler Inc., a Delaware Corporation, herein known as "Seller", and the Purchaser, identified below.

PURCHASER	PURCHASER'S NO	INSTALLATION SITE
TRUCKEE RIVER BANK		TRUCKEE RIVER BANK
STREET ADDRESS: P.O. BOX BD		STREET ADDRESS: DONNER PASS RD @ HWY 89
CITY: TRUCKEE, CA	STATE / ZIP CODE: 96160	CITY: TRUCKEE, CA	STATE / ZIP CODE: 96160
INVOICE ATTN: MS. LORI DAVY, ASSISTANT VICE PRESIDENT		ATTN: MS. LORI DAVY
SALESPERSON: MR. ROBERT R. HODES		SALESPERSON'S NO: 602

WITNESSETH:

Purchaser agrees to buy and Seller agrees to furnish to Purchaser the following described systems, materials, services and/or installation.

(8) TELLER STATIONS; (32') 54" HIGH PARTITION; (1) SAFE DEPOSIT CUSTODIAN STATION;

(2) COUPON BOOTHS; (2) MERCHANT STATIONS WITH ENCLOSURES; (1) 20' WORK ISLAND;

(5) GATES EQUIPPED WITH HANDICAPPED HARDWARE

FOR WHICH PURCHASER AGREES TO PAY SELLER THE TOTAL CONTRACT PRICE SHOWN BELOW, PLUS ANY APPLICABLE TAXES. TERMS OF PAYMENT ARE AS FOLLOWS:

COMPOSITION OF TOTAL CONTRACT PRICE		TERMS OF PAYMENT
MATERIAL	$ 23,939.00	ORDERS UNDER $5000, TERMS NET 30 DAYS ORDERS FOR $5000 OR OVER, TERMS AS FOLLOWS: 30% 30 DAYS FROM CONTRACT DATE; 30% 60 DAYS FROM CONTRACT DATE; 30% WHEN MATERIAL IS READY FOR SHIPMENT 10% UPON COMPLETION OF THIS CONTRACT
INSTALLATION	$ INCLUDED	
* TOTAL CONTRACT	$ 23,939.00	

Shipment will be made approximately 45 days from date of acceptance of this contract by the Seller or from the date upon which approved drawings and / or complete details sufficient to enable Seller to commence manufacture of the materials covered by this contract are received by the Seller, whichever comes later. Purchaser agrees to furnish to Seller all such drawings and details within 30 days from date of acceptance of this contract. If Purchaser does not furnish this information within the specified 30 day period, Seller may extend the delivery and / or installation date one day for each day that extends beyond the specified period.

The contract price shall remain in effect for a period of twelve (12) months from contract date. If installation of materials and/or systems is not completed within this twelve (12) month period, then the balance of the contract price will become due and payable. Additionally, a charge to the Purchaser shall be based on the seller's additional cost incurred not to exceed current Seller's published prices at the time of completion. This charge will be payable upon completion. However, the provisions of this paragraph shall not apply if Seller's inability to perform is a substantial and direct cause for the delay beyond the twelve (12) month period.

Title to the materials and/or systems shall pass to the Purchaser when delivered to the Purchaser's designated installation site or temporary storage site. Purchaser shall provide adequate storage and/or protection for such materials and/or systems during installation. Upon completion of installation, which shall be deemed to occur when the materials and/or systems are ready for beneficial use, the Seller shall be considered to have satisfactorily completed the obligations of this contract. Beneficial use shall mean when materials and/or systems, covered by this contract, function mechanically or electrically in accordance with the Seller's design specifications, even though the Purchaser may not place the materials and/or systems into operation at that time. Warranty shall commence upon the date of completion.

No federal, state or local sales, use, or other tax that may be levied or assessed upon any materials to be furnished under the contract or which relates to the sale, purchase or use of the equipment and/or services furnished under this contract is included herein. Any such tax shall be paid by Purchaser and if, by law Seller is charged with the collection or payment thereof, the amount of said tax shall be added to the contract price and paid by Purchaser. Reimbursement for any taxes imposed upon Seller shall be made by Purchaser, exclusive, however, of taxes based on net income.

This contract, including the conditions and responsibilities set forth hereinafter, contain all express, or implied agreements between the Purchaser and Seller. No oral or other agreements or understandings conflicting with the provisions of this contract shall be of any effect. This contract shall not be effective or binding upon the Seller until signed by one of its duly authorized representatives at its home office in Hamilton, Ohio. A copy of the contract, when so signed, shall be returned to the Purchaser and this shall constitute acknowledgment and acceptance of the contract.

CONTRACT DATE	4/1/92	ACCEPTANCE DATE	4/9/92
PURCHASER	Truckee River Bank	SELLER	MOSLER, INC.
BY		BY	R J Wallin
	VP/Head of Operations (TITLE)		R. J. Wallin Manager, Customer Mgr., Cust. Svc. (TITLE)

NOTE THIS CONTRACT INCLUDES ADDITIONAL CONDITIONS FOUND ON THE REVERSE SIDE

BD 2360 (Rev. 9/88)

©1988 Mosler Inc

ACKNOWLEDGEMENT & ACCEPTANCE COPY – TO CUSTOMER SERVICE (RETURN TO PURCHASER)

UNISYS

Unisys SURETY Service Support Supplemental Schedule

Agreement number: 90040257

Bill to location	Equipment location	Unisys SURETY Service Level
407534-0211	407534-0211	(C) Comprehensive (P) BasicPlus (B) Basic (I) Intro
SIERRA TAHOE SERVICING COMPAN STEPHANIE MARCH 10015 PALISADES DRIVE	SIERRA TAHOE SERVICING COMPAN STEPHANIE MARCH 10015 PALISADES DRIVE	Unisys SURETY Service Plan (1) Mainframe Systems (2) Micro Systems (3) Local Area Networks (4) Multi-vendor & Designated Unisys Hardware Products
TRUCKEE , CA 95734	TRUCKEE , CA 95734	
Administrator / Telephone no.	Administrator / Telephone no.	

The following Unisys SURETY Service Support Plan Supplement(s), which are attached hereto, are incorporated in and made part of this Agreement/Addendum.

Plan code	Form number	Title

List Unisys Products Applicable to This Agreement/Addendum

Level/Plan	Product style name and description (Include vendor name and model if multi-vendor product)		Quantity	Monthly unit charge	Total monthly charge
C/1	B9493-HD2	DISK:280MB SCSI HH	1	24.00	24.00
	DSK380	DISK:380MB HH S/E	1		
	A1-I38	INSTL:A1/4/6 DISK INSTAL	1		
C/1	X310-90	CTRL:SCSI DLP INTERNAL	1	101.00	101.00

The products listed on this Schedule and any Schedule Continuation Sheet will be serviced in accordance with this Agreement/Addendum. Customer acknowledges it has read and understands this Agreement/Addendum and that the applicable Unisys SURETY Service Support Plan Supplement(s) for all products listed on this Schedule are attached to this Agreement/Addendum.

Total and Grand total do not include any charge for additional services selected by the customer

Total	125.00
Continuation Sheet(s) total	0.00
Grand total	125.00

Agreed and Accepted

Unisys Corporation

(Signature) (Date)

Nick Sandoval
(Printed/typed name)

District Manager
(Title)

Customer

Stephanie M. Marsh 4-27-92
(Signature) (Date)

STEPHANIE M. MARSH
(Printed/typed name)

1ST VICE PRESIDENT
(Title)

46555

UNISYS

Supplemental Schedule A
Equipment Sale

Agreement number: 90040258

Equipment location

Sierra Tahoe Servicing Company

Truckee, Calif. 96160

Item number	Style name and description	Quantity	Unit purchase price	Customer install-able	Installation charge	Total purchase price
1	B9493-HD2 Disk	1		N	105.00	
2	X310-90 DLP	1		N	160.00	

Total installation charge: $ 265.00

Total purchase price: $

Less: down payment: $

other: $

Total net purchase price: $

This Supplemental Schedule is an amendment to the Consolidated Agreement, (see Agreement number above) and is governed by the terms and conditions of said Agreement, and will become effective when accepted by Unisys.

Agreed and Accepted

Unisys Corporation

Signature — Date

Name (Printed)

Title

Customer

Signature: Stephanie M. Marsh — Date: 4-27-92

Name (Printed): STEPHANIE M. MARSH

Title: 1ST VICE PRESIDENT

Truckee River Bank
10015 Palisades Drive
PO Box BD
Truckee, CA 95734

PURCHASE ORDER No. 05692

FOB
☐ SHIPPING POINT
☐ DESTINATION

TO: INFORMATION TECHNOLOGY

SHIP TO: TRUCKEE RIVER BANK
10181 TRUCKEE TAHOE AIRPORT
TRUCKEE, CA 96161

REQUESTED BY	VENDOR NO.	DATE REQUIRED	HOW SHIP	TERMS	DATE
S MARSH		PRIOR TO MAY 15th	FASTEST MEANS POSSIBLE		4-27-92

QUANTITY ORDERED	QUANTITY RECEIVED	DATE REC'D	DESCRIPTION	EST	PRICE PER UNIT	TOTAL PRICE
1			B9493-HD2			
			280 MB HALF HEIGHT DISC			4,250
1			X3160-90 SCSI DLP			5,000
			4.5% DISCOUNT			<416>

* NOTE IF PRICES ARE ESTIMATED, PLACE ✓ IN ESTIMATED COLUMN.

ACCOUNT NUMBER	DEPT.
HARDWARE	53

S MARSH
NAME
S Marsh
SIGNATURE
AUTHORIZED SIGNATURE

SUBTOTAL	8,834
FREIGHT	
TAX	
TOTAL ▶	

INFORMATION TECHNOLOGY INC.

EQUIPMENT SALE AGREEMENT

Agreement made between Information Technology, Inc. (the "Vendor"), and the "Customer" identified below.

I. PURCHASE

1.1 Customer hereby purchases from Vendor and Vendor hereby sells to Customer the equipment identified in Appendix A (the "Equipment"), upon the terms set forth in this agreement.

II. DELIVERY

2.1 Delivery and installation of the Equipment will be made by the manufacturer of the Equipment identified in Appendix A (the "Manufacturer"), at Customer's address set forth below. Customer agrees to have a site adequately and properly prepared, in accordance with Manufacturer's instructions, to receive and accept delivery of the Equipment. In no event shall Vendor be responsible to Customer for any delays in delivery or installation or any damages to Customer resulting from such delays.

III. CONSIDERATION

3.1 **PURCHASE PRICE.** As and for the purchase price for the Equipment, Customer agrees to pay Vendor and Vendor agrees to accept from Customer, the purchase price specified in Appendix A.

3.2 **TAXES AND OTHER CHARGES.** In addition to the purchase price, Customer shall pay all transportation charges and all taxes (including, without limitation, sales, use, privilege, ad valorem or excise taxes) and customs duties paid or payable by Vendor, however designated, levied or based on amounts payable to Vendor under this agreement, but exclusive of federal, state and local taxes based on Vendor's net income. If additional labor and rigging are required for installation due to Customer's special site requirements, Customer will pay those costs, including costs to meet union or local law requirements. Customer shall not deduct from payments to Vendor any amounts paid or payable to third parties for transportation charges, customs duties or taxes, however designated.

3.3 **MANNER OF PAYMENTS.** The purchase price and other charges arising under this agreement shall be payable by Customer to Vendor in the following manner:

(A) A percentage of the purchase price, as specified in Appendix A, shall be payable upon execution of this agreement by Customer; the receipt or deposit of such payment, however, shall not constitute Vendor's acceptance of this agreement.

(B) The balance of the purchase price, together with any transportation charges and any taxes and duties theretofore incurred by Vendor, shall be payable upon delivery of the Equipment to Customer.

(C) Any taxes, duties, or other charges incurred by Vendor following delivery of the Equipment shall be payable within ten (10) days of receipt by Customer of Vendor's invoice therefor.

3.4 **CURRENCY.** The purchase price and any other charges arising under this agreement shall be invoiced and be payable in U.S. Dollars.

3.5 **LATE PAYMENT.** Customer shall pay a late payment charge of one and one-half percent (1½%) per month, or the maximum late payment charge permitted by applicable law, whichever is less, on any amount payable by Customer under this Agreement and not paid when due. Said late payment charge shall be applied for each calendar month (or fraction thereof) that such payment is not made following its due date.

IV. TITLE

4.1 Until such time as the purchase price and any other charges payable to Vendor as of the date of delivery have been paid in full, the Equipment and all instruction manuals therefor shall remain the property of Vendor and, at the option of Vendor, shall be returned to Vendor at Customer's expense in the event the purchase price is not paid as hereinabove provided.

V. SECURITY

5.1 Vendor reserves and Customer grants to Vendor a security interest in the Equipment as security for the performance by Customer of its obligations hereunder including, but not limited to, payment of the purchase price and other charges as specified in Section III above. A copy of this agreement may be filed in appropriate filing offices at any time after signature by Customer as a financing statement or Vendor may require and Customer shall execute a separate financing statement for purposes of perfecting Vendor's security interest granted pursuant to the provisions of this paragraph.

VI. CUSTOMER OBLIGATIONS

6.1 **RISK OF LOSS.** From and after the date of delivery, the risk of loss or damage to the Equipment shall be on the Customer.

6.2 **OPERATION.** Customer acknowledges and agrees that it is exclusively responsible for the operation, supervision, management and control of the Equipment, including, but not limited to, providing adequate training for its personnel, instituting appropriate security procedures, and implementing reasonable procedures to examine and verify all output before use. Vendor shall have no responsibility or liability for Customer's selection or use of the Equipment or any associated equipment.

VII. WARRANTIES

7.1 **WARRANTY.** Vendor warrants to Customer that it has the right to transfer title of the Equipment to Customer. Vendor's sole liability under this warranty shall be to obtain any title or authorization necessary to transfer such title to Customer.

7.2 **DISCLAIMER.** THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND NO OTHER WARRANTY IS EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7.3 **MANUFACTURER'S WARRANTY.** Customer expressly understands and agrees that warranties regarding patents, materials, workmanship or use of the Equipment (the "Manufacturer's Warranty"), if any, are made exclusively by the Manufacturer and not by Vendor, and if made, shall be encompassed within a separate agreement. Customer's exclusive remedy under Manufacturer's Warranty shall be as provided therein and shall lie exclusively against and be obtainable only from the Manufacturer, and Customer expressly agrees that it shall have no claim or cause of action against Vendor in the event the Manufacturer is for any reason unwilling or unable to perform under the terms of Manufacturer's Warranty.

7.4 **LIMITATION OF LIABILITY.** Customer expressly agrees that Vendor's responsibilities in the event of its breach of the warranties contained in paragraph 7.1 of this agreement are as set forth in said paragraph. Vendor's liability for damages, regardless of the form of action shall not exceed the purchase price set forth in Appendix A to this agreement and shall arise only if the remedies set forth in paragraph 7.1 are not fulfilled by Vendor. Customer further agrees that Vendor will not be liable for any lost profits, or for any claim or demand against Customer by any other party. IN NO EVENT WILL VENDOR BE LIABLE FOR CONSEQUENTIAL DAMAGES EVEN IF VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. No action, regardless of form, arising out of the transactions under this agreement, may be brought by either party more than one (1) year after the cause of action has accrued, except that an action for non-payment may be brought within one (1) year after the date of the last payment.

THE CUSTOMER'S REMEDIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE.

VIII. DEFAULT

8.1 **REMEDY.** Upon the occurrence of an event of default, as hereinafter defined, by Customer, if the Equipment has theretofore been delivered, Vendor may recover, together with any incidental damages, any unpaid portion of the purchase price of the Equipment as specified in Appendix A hereto. If the Equipment has not been delivered, in which event Vendor may withhold delivery of such Equipment, or if the Equipment is returned to Vendor upon Vendor's election pursuant to Section IV, Vendor shall resell the Equipment. Upon such resale, Vendor shall recover from Customer the difference between the unpaid portion of the purchase price, as specified in Appendix A, and the resale price, together with any incidental damages, including expenses of resale, sustained by Vendor by reason of Customer's breach. If the resale price exceeds the unpaid portion of the purchase price and Vendor's incidental damages, Vendor shall remit the excess to Customer.

8.2 **EVENTS OF DEFAULT.** As utilized in this agreement, an event of default is defined as any of the following:

(A) Customer's failure to pay any amounts required to be paid to Vendor under this agreement on a timely basis;

(B) Until the purchase price has been paid in full, any attempt by Customer to assign, sell, mortgage, or otherwise convey the Equipment;

(C) Prior to the payment in full of the purchase price, Customer causing or permitting any encumbrance, of any nature whatsoever, to attach to Customer's interest in the Equipment in favor of any person or entity other than Vendor;

(D) The entry of any order for relief under any provision of the federal bankruptcy code in any bankruptcy proceedings initiated by or against Customer; or

(E) Customer's breach of any of the terms or conditions of this agreement.

IX. GENERAL

9.1 **TITLES.** Titles and paragraph headings are for reference purposes only and are not to be considered a part of this agreement.

9.2 **FORCE MAJEURE.** No party shall be liable for delay in performance hereunder due to causes beyond its control, including but not limited to acts of God, fires, strikes, delinquencies of suppliers, intervention of any governmental authority or acts of war, and each party shall take steps to minimize any such delay.

9.3 **WAIVER.** No waiver of any breach of any provision of this agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof and no waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged therewith.

9.4 **SEVERABILITY.** In the event that any provision of this agreement shall be illegal or otherwise unenforceable, such provision shall be severed from this agreement and the entire agreement shall not fail on account thereof, the balance of the agreement continuing in full force and effect.

9.5 **NOTICES.** Any notice which either party hereto is required or permitted to give hereunder shall be addressed to the party to be charged therewith at the address set forth below and shall be given by certified or registered mail. Any such notice shall be deemed given on the date of deposit in the mail.

9.6 **ENTIRE AGREEMENT.** THE PARTIES HERETO ACKNOWLEDGE THAT EACH HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS. THE PARTIES FURTHER AGREE THAT THIS AGREEMENT AND ANY MODIFICATIONS MADE PURSUANT TO IT CONSTITUTE THE COMPLETE AND EXCLUSIVE WRITTEN EXPRESSION OF THE TERMS OF THE AGREEMENT BETWEEN THE PARTIES, AND SUPERSEDE ALL PRIOR OR CONTEMPORANEOUS PROPOSALS, ORAL OR WRITTEN, UNDERSTANDINGS, REPRESENTATIONS, CONDITIONS, WARRANTIES, COVENANTS, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. THE PARTIES FURTHER AGREE THAT THIS AGREEMENT MAY NOT IN ANY WAY BE EXPLAINED OR SUPPLEMENTED BY A PRIOR OR EXISTING COURSE OF DEALINGS BETWEEN THE PARTIES, BY ANY USAGE OF TRADE OR CUSTOM, OR BY ANY PRIOR PERFORMANCE BETWEEN THE PARTIES PURSUANT TO THIS AGREEMENT OR OTHERWISE. IN THE EVENT CUSTOMER ISSUES A PURCHASE ORDER OR OTHER INSTRUMENT COVERING THE EQUIPMENT HEREIN SPECIFIED, IT IS UNDERSTOOD AND AGREED THAT SUCH PURCHASE ORDER OR OTHER INSTRUMENT IS FOR CUSTOMER'S INTERNAL USE AND PURPOSES ONLY AND SHALL IN NO WAY AFFECT ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

9.7 **GOVERNING LAW.** This agreement is accepted in the State of Nebraska, and shall be enforced in accordance with and governed by the laws of the State of Nebraska.

9.8 **CHOICE OF FORUM.** Any action arising out of or related to this agreement or the transaction herein described, whether at law or in equity, may be instituted in and litigated in the state or federal courts of the State of Nebraska. In accordance herewith, the parties hereto submit to the jurisdiction of the courts of said state. Any party being not a resident of Nebraska at the time of suit hereby appoints the Secretary of State of Nebraska as its agent for receipt of service of process.

9.9 **ATTORNEY'S FEES.** In the event that any action or proceeding is brought in connection with this agreement the prevailing party therein shall be entitled to recover its costs and reasonable attorney's fees.

9.10 **EFFECTIVE DATE.** This agreement shall be effective on the date accepted and executed by an authorized representative of Vendor.

CUSTOMER:

Sierra Tahoe Servicing Company

Signature: Stephanie M. Marsh

Name: STEPHANIE M. MARSH

Title: 1ST VICE PRESIDENT

Address: 10181 Truckee-Tahoe Airport Blvd.

Truckee, CA 96160

Date: _____

VENDOR:

INFORMATION TECHNOLOGY, INC.

Signature: _____

Name: _____

Title: _____

Address: 1345 Old Cheney Road

Lincoln, NE 68512

Date Accepted: _____

APPENDIX A

EQUIPMENT AND TERMS

1. MANUFACTURER. The Manufacturer of the Equipment subject to this agreement is:

2. PURCHASE PRICE: The purchase price for the Equipment is $ 8,834.00 . 10 % thereof shall be payable upon execution of this agreement, the balance upon delivery of the Equipment.

3. EQUIPMENT. The Equipment subject to this agreement consists of the following:

QTY	STYLE	DESCRIPTION	PRICE
1	B9493-HD2	280 MB Half Height Disk	$4,250
1	X310-90	SCSI DLP	5,000
		Sub Total	$9,250
		Less 4.5%	416
		TOTAL PURCHASE	**$8,834**

EXHIBIT C
UNISYS CORPORATION
MA I USER AGREEMENT

In consideration of Sierra Tahoe Servicing Company

(hereinafter referred to as "User") having executed an equipment sale agreement dated, _____ with ITI _____ hereinafter referred to as "MA I" which includes the purchase by User of a Unisys A4-FS _____ System and the license of its associated Unisys Software, Unisys Corporation ("Unisys") and User agree to the following terms and conditions:

1. MANUFACTURER'S WARRANTY

Unisys grants to User as the user of the Unisys equipment the following Manufacturer's Warranty:

Unisys warrants that: (a) Unisys has title of the equipment and right to sell it; and (b) for a period of 0 from installation, the equipment delivered under this Agreement shall be free from defects in material and workmanship under normal use provided the equipment has received the normal required maintenance service. No free maintenance is included in this warranty.

Written notice and an explanation of circumstances concerning any claim the equipment has proved defective in material or workmanship shall be given promptly by User to Unisys. User's sole and exclusive remedy in the event of defect is expressly limited to the correction of the defect by adjustment, repair or replacement, at Unisys election and sole expense, except that there shall be no obligation to replace or repair items which by nature are expendable.

No representation or other affirmation of fact, including but not limited to statements regarding capacity, suitability for use, or performance of the equipment shall be or be deemed to be a warranty by Unisys for any purpose, nor give rise to any liability or obligation of Unisys whatsoever.

EXCEPT AS SPECIFICALLY PROVIDED IN THE AGREEMENT, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

In the event of employment by User of any non-Unisys attachment, feature, or device on the equipment, or any part thereof, furnished by Unisys hereunder, which has not been approved in writing by Unisys, Unisys shall not be liable under this warranty. The approval of the use of any non-Unisys attachment, feature, or device shall not be deemed to be a representation, warranty or understanding by Unisys regarding that non-Unisys attachment, feature or device, including its performance in conjunction with the Unisys equipment.

2. MAINTENANCE

In addition to the above Manufacturer's Warranty, Unisys will have, subject to availability, maintenance services available to User at Unisys then current maintenance rates under the terms and conditions of Unisys standard License and Service Agreement, attached hereto as Attachment I. The Unisys equipment will be automatically included in this License and Service Agreement for a period of one year, at the then current rates, unless User requests otherwise in writing.

3. DELIVERY

Unisys shall not be responsible to User for any delay in delivery of any Unisys products equipment to User.

4. DISCLAIMER

USER ACKNOWLEDGES THAT UNISYS HAS MADE NO REPRESENTATIONS OR WARRANTIES TO USER WITH RESPECT TO ANY NON-UNISYS SOFTWARE, INCLUDING ANY MA I SOFTWARE, ITS PERFORMANCE ON THE UNISYS EQUIPMENT, OR THE SERVICE TO BE PROVIDED WITH RESPECT TO SUCH NON-UNISYS SOFTWARE, AND UNISYS SHALL INCUR NO LIABILITY TO USER ARISING OUT OF THE USE OF SUCH NON-UNISYS SOFTWARE OR THE FURNISHING OF SUCH SERVICE. USER ACKNOWLEDGES THAT NO UNISYS SOFTWARE IS BEING FURNISHED TO USER BY UNISYS EXCEPT PURSUANT TO A SEPARATE WRITTEN LICENSE AGREEMENT BETWEEN USER AND UNISYS.

5. PATENT INDEMNITY

(a) Unisys shall defend or settle any suit or proceeding brought against User based on claim that any equipment made to Unisys design constitutes an infringement of an existing United States patent, provided Unisys is notified promptly in writing and is given complete authority and information required for the defense, and Unisys shall pay all damages and costs awarded therein against User, but shall not be responsible for any cost, expense or compromise incurred or made by User without Unisys prior written consent.

(b) If any equipment is, in Unisys opinion, likely to or does become the subject of a claim for patent infringement Unisys may at its option and expense procure for User the right to continue using the equipment, or modify it to become non-infringing, but if Unisys is not reasonably able to modify or otherwise procure for user the right to continue using it, Unisys will remove the equipment and refund to User the amount paid in excess of a reasonable rental for past use.

(c) Unisys shall not be liable for any infringement or claim thereof based upon use of the equipment in combination with other equipment or with software not supplied by Unisys, or with modification made by User.

(d) The foregoing states the entire liability of Unisys to User arising from infringement.

6. UNISYS PROGRAM PRODUCTS

Any Unisys Software is provided under the terms and conditions of Unisys License and Service Agreement incorporated as a part of this Agreement and attached hereto as Attachment II. This License Agreement must be signed by User.

Notwithstanding the terms and conditions of the Unisys License and Service Agreement, User understands that MA I will provide User, on Unisys behalf, with certain of the Unisys services (revision, updates, patched) for the Unisys Software portion of the programming to be used by User.

7. LIMITATION OF LIABILITY

No representation or other affirmation of fact, including but not limited to statements regarding capacity, suitability for use or performance of the equipment shall be or be deemed to be a warranty by Unisys for any purpose, nor give rise to any liability or obligation of Unisys whatsoever.

The User agrees that the Agreement herein is the complete and exclusive statement of the agreement between Unisys and User which takes precedent over all oral and written and all other communications including proposals between the parties relating to the subject matter of this Agreement.

IN NO EVENT SHALL UNISYS BE LIABLE TO USER FOR LOSS OF PROFITS OR OTHER ECONOMIC LOSS, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES OF ANY KIND OR NATURE ARISING OUT OF BREACH OF WARRANTY, DELAY IN DELIVERY, USE OF THE EQUIPMENT, INSTALLATION OR MAINTENANCE OR ANY OTHER BREACH OF CONTRACT OR REPRESENTATION.

8. GOVERNING LAW

This Agreement shall be construed according to the laws of the Commonwealth of Pennsylvania.

9. TAXES

User shall pay Unisys any tax (except tax based on net income) on or measured by the price, other charges, the equipment, program products, or services furnished by Unisys, or their use, however designated, levied or based whenever Unisys must pay and/or collect the tax according to applicable law, as interpreted by the departmental authorities of the taxing unit. It shall be User's sole obligation after payment to challenge the applicability of any tax. Any personal property tax assessable on the equipment after delivery shall be borne by User.

AGREED:

Sierra Tahoe Servicing Company
(USER)

BY: Stephanie M. Mast

TITLE: 1ST Vice President

DATE: 4-27-92

ACCEPTED:

UNISYS CORPORATION

BY: _____

TITLE: _____

DATE: _____

INFORMATION TECHNOLOGY INC.

EQUIPMENT SALE AGREEMENT

Agreement made between Information Technology, Inc. (the "Vendor"), and the "Customer" identified below.

I. PURCHASE

1.1 Customer hereby purchases from Vendor and Vendor hereby sells to Customer the equipment identified in Appendix A (the "Equipment"), upon the terms set forth in this agreement.

II. DELIVERY

2.1 Delivery and installation of the Equipment will be made by the manufacturer of the Equipment identified in Appendix A (the "Manufacturer"), at Customer's address set forth below. Customer agrees to have a site adequately and properly prepared, in accordance with Manufacturer's instructions, to receive and accept delivery of the Equipment. In no event shall Vendor be responsible to Customer for any delays in delivery or installation or any damages to Customer resulting from such delays.

III. CONSIDERATION

3.1 **PURCHASE PRICE.** As and for the purchase price for the Equipment, Customer agrees to pay Vendor and Vendor agrees to accept from Customer, the purchase price specified in Appendix A.

3.2 **TAXES AND OTHER CHARGES.** In addition to the purchase price, Customer shall pay all transportation charges and all taxes (including, without limitation, sales, use, privilege, ad valorem or excise taxes) and customs duties paid or payable by Vendor, however designated, levied or based on amounts payable to Vendor under this agreement, but exclusive of federal, state and local taxes based on Vendor's net income. If additional labor and rigging are required for installation due to Customer's special site requirements, Customer will pay those costs, including costs to meet union or local law requirements. Customer shall not deduct from payments to Vendor any amounts paid or payable to third parties for transportation charges, customs duties or taxes, however designated.

3.3 **MANNER OF PAYMENTS.** The purchase price and other charges arising under this agreement shall be payable by Customer to Vendor in the following manner:

(A) A percentage of the purchase price, as specified in Appendix A, shall be payable upon execution of this agreement by Customer; the receipt or deposit of such payment, however, shall not constitute Vendor's acceptance of this agreement.

(B) The balance of the purchase price, together with any transportation charges and any taxes and duties therefore incurred by Vendor, shall be payable upon delivery of the Equipment to Customer.

(C) Any taxes, duties, or other charges incurred by Vendor following delivery of the Equipment shall be payable within ten (10) days of receipt by Customer of Vendor's invoice therefor.

3.4 **CURRENCY.** The purchase price and any other charges arising under this agreement shall be invoiced and be payable in U.S. Dollars.

3.5 **LATE PAYMENT.** Customer shall pay a late payment charge of one and one-half percent (1½%) per month, or the maximum late payment charge permitted by applicable law, whichever is less, on any amount payable by Customer under this Agreement and not paid when due. Said late payment charge shall be applied for each calendar month (or fraction thereof) that such payment is not made following its due date.

IV. TITLE

4.1 Until such time as the purchase price and any other charges payable to Vendor as of the date of delivery have been paid in full, the Equipment and all instruction manuals therefor shall remain the property of Vendor and, at the option of Vendor, shall be returned to Vendor at Customer's expense in the event the purchase price is not paid as hereinabove provided.

V. SECURITY

5.1 Vendor reserves and Customer grants to Vendor a security interest in the Equipment as security for the performance by Customer of its obligations hereunder including, but not limited to, payment of the purchase price and other charges as specified in Section III above. A copy of this agreement may be filed in appropriate filing offices at any time after signature by Customer as a financing statement or Vendor may require and Customer shall execute a separate financing statement for purposes of perfecting Vendor's security interest granted pursuant to the provisions of this paragraph.

VI. CUSTOMER OBLIGATIONS

6.1 **RISK OF LOSS.** From and after the date of delivery, the risk of loss or damage to the Equipment shall be on the Customer.

6.2 **OPERATION.** Customer acknowledges and agrees that it is exclusively responsible for the operation, supervision, management and control of the Equipment, including, but not limited to, providing adequate training for its personnel, instituting appropriate security procedures, and implementing reasonable procedures to examine and verify all output before use. Vendor shall have no responsibility or liability for Customer's selection or use of the Equipment or any associated equipment.

VII. WARRANTIES

7.1 **WARRANTY.** Vendor warrants to Customer that it has the right to transfer title of the Equipment to Customer. Vendor's sole liability under this warranty shall be to obtain any title or authorization necessary to transfer such title to Customer.

7.2 **DISCLAIMER.** THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND NO OTHER WARRANTY IS EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7.3 **MANUFACTURER'S WARRANTY.** Customer expressly understands and agrees that warranties regarding patents, materials, workmanship or use of the Equipment (the "Manufacturer's Warranty"), if any, are made exclusively by the Manufacturer and not by Vendor, and if made, shall be encompassed within a separate agreement. Customer's exclusive remedy under Manufacturer's Warranty shall be as provided therein and shall lie exclusively against and be obtainable only from the Manufacturer, and Customer expressly agrees that it shall have no claim or cause of action against Vendor in the event the Manufacturer is for any reason unwilling or unable to perform under the terms of Manufacturer's Warranty.

7.4 **LIMITATION OF LIABILITY.** Customer expressly agrees that Vendor's responsibilities in the event of its breach of the warranties contained in paragraph 7.1 of this agreement are as set forth in said paragraph. Vendor's liability for damages, regardless of the form of action shall not exceed the purchase price set forth in Appendix A to this agreement and shall arise only if the remedies set forth in paragraph 7.1 are not fulfilled by Vendor. Customer further agrees that Vendor will not be liable for any lost profits, or for any claim or demand against Customer by any other party. IN NO EVENT WILL VENDOR BE LIABLE FOR CONSEQUENTIAL DAMAGES EVEN IF VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. No action, regardless of form, arising out of the transactions under this agreement, may be brought by either party more than one (1) year after the cause of action has accrued, except that an action for non-payment may be brought within one (1) year after the date of the last payment.

THE CUSTOMER'S REMEDIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE.

VIII. DEFAULT

8.1 **REMEDY.** Upon the occurrence of an event of default, as hereinafter defined, by Customer, if the Equipment has theretofore been delivered, Vendor may recover, together with any incidental damages, any unpaid portion of the purchase price of the Equipment as specified in Appendix A hereto. If the Equipment has not been delivered, in which event Vendor may withhold delivery of such Equipment, or if the Equipment is returned to Vendor upon Vendor's election pursuant to Section IV, Vendor shall resell the Equipment. Upon such resale, Vendor shall recover from Customer the difference between the unpaid portion of the purchase price, as specified in Appendix A, and the resale price, together with any incidental damages, including expenses of resale, sustained by Vendor by reason of Customer's breach. If the resale price exceeds the unpaid portion of the purchase price and Vendor's incidental damages, Vendor shall remit the excess to Customer.

8.2 **EVENTS OF DEFAULT.** As utilized in this agreement, an event of default is defined as any of the following:

(A) Customer's failure to pay any amounts required to be paid to Vendor under this agreement on a timely basis;

(B) Until the purchase price has been paid in full, any attempt by Customer to assign, sell, mortgage, or otherwise convey the Equipment;

(C) Prior to the payment in full of the purchase price, Customer causing or permitting any encumbrance, of any nature whatsoever, to attach to Customer's interest in the Equipment in favor of any person or entity other than Vendor;

(D) The entry of any order for relief under any provision of the federal bankruptcy code in any bankruptcy proceedings initiated by or against Customer; or

(E) Customer's breach of any of the terms or conditions of this agreement.

IX. GENERAL

9.1 **TITLES.** Titles and paragraph headings are for reference purposes only and are not to be considered a part of this agreement.

9.2 **FORCE MAJEURE.** No party shall be liable for delay in performance hereunder due to causes beyond its control, including but not limited to acts of God, fires, strikes, delinquencies of suppliers, intervention of any governmental authority or acts of war, and each party shall take steps to minimize any such delay.

9.3 **WAIVER.** No waiver of any breach of any provision of this agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof and no waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged therewith.

9.4 **SEVERABILITY.** In the event that any provision of this agreement shall be illegal or otherwise unenforceable, such provision shall be severed from this agreement and the entire agreement shall not fail on account thereof, the balance of the agreement continuing in full force and effect.

9.5 **NOTICES.** Any notice which either party hereto is required or permitted to give hereunder shall be addressed to the party to be charged therewith at the address set forth below and shall be given by certified or registered mail. Any such notice shall be deemed given on the date of deposit in the mail.

9.6 **ENTIRE AGREEMENT.** THE PARTIES HERETO ACKNOWLEDGE THAT EACH HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS. THE PARTIES FURTHER AGREE THAT THIS AGREEMENT AND ANY MODIFICATIONS MADE PURSUANT TO IT CONSTITUTE THE COMPLETE AND EXCLUSIVE WRITTEN EXPRESSION OF THE TERMS OF THE AGREEMENT BETWEEN THE PARTIES, AND SUPERSEDE ALL PRIOR OR CONTEMPORANEOUS PROPOSALS, ORAL OR WRITTEN, UNDERSTANDINGS, REPRESENTATIONS, CONDITIONS, WARRANTIES, COVENANTS, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. THE PARTIES FURTHER AGREE THAT THIS AGREEMENT MAY NOT IN ANY WAY BE EXPLAINED OR SUPPLEMENTED BY A PRIOR OR EXISTING COURSE OF DEALINGS BETWEEN THE PARTIES, BY ANY USAGE OF TRADE OR CUSTOM, OR BY ANY PRIOR PERFORMANCE BETWEEN THE PARTIES PURSUANT TO THIS AGREEMENT OR OTHERWISE. IN THE EVENT CUSTOMER ISSUES A PURCHASE ORDER OR OTHER INSTRUMENT COVERING THE EQUIPMENT HEREIN SPECIFIED, IT IS UNDERSTOOD AND AGREED THAT SUCH PURCHASE ORDER OR OTHER INSTRUMENT IS FOR CUSTOMER'S INTERNAL USE AND PURPOSES ONLY AND SHALL IN NO WAY AFFECT ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

9.7 **GOVERNING LAW.** This agreement is accepted in the State of Nebraska, and shall be enforced in accordance with and governed by the laws of the State of Nebraska.

9.8 **CHOICE OF FORUM.** Any action arising out of or related to this agreement or the transaction herein described, whether at law or in equity, may be instituted in and litigated in the state or federal courts of the State of Nebraska. In accordance herewith, the parties hereto submit to the jurisdiction of the courts of said state. Any party being not a resident of Nebraska at the time of suit hereby appoints the Secretary of State of Nebraska as its agent for receipt of service of process.

9.9 **ATTORNEY'S FEES.** In the event that any action or proceeding is brought in connection with this agreement the prevailing party therein shall be entitled to recover its costs and reasonable attorney's fees.

9.10 **EFFECTIVE DATE.** This agreement shall be effective on the date accepted and executed by an authorized representative of Vendor.

CUSTOMER:

Sierra Tahoe Servicing Company

Signature Stephanie M. Marsh

Name STEPHANIE M. MARSH

Title 1ST VICE PRESIDENT

Address 10181 Truckee-Tahoe Airport Blvd.

Truckee, CA 96160

VENDOR:

INFORMATION TECHNOLOGY, INC.

Signature _____

Name: _____

Title: _____

Address: 1345 Old Cheney Road

Lincoln, NE 68512

APPENDIX A

EQUIPMENT AND TERMS

1. MANUFACTURER. The Manufacturer of the Equipment subject to this agreement is:

2. PURCHASE PRICE. The purchase price for the Equipment is $ 8,834.00 . 10 % thereof shall be payable upon execution of this agreement, the balance upon delivery of the Equipment.

3. EQUIPMENT. The Equipment subject to this agreement consists of the following:

QTY	STYLE	DESCRIPTION	PRICE
1	B9493-HD2	280 MB Half Height Disk	$4,250
1	X310-90	SCSI DLP	5,000
		Sub Total	$9,250
		Less 4.5%	416
		TOTAL PURCHASE	**$8,834**

Truckee River Bank

March 11, 1992

CERTIFIED/RETURN RECEIPT REQUESTED

Truckee Donner Recreation and Park District
Steve Randall, General Manager
P.O. Box 1087
Truckee, CA 96160

Re: **Renewal of Lease - Bridge Street Parking Lot**

Dear Mr. Randall:

Pursuant to our lease agreement dated September 16, 1982, wherein Section 1.2 provides the option to extend the term of this lease for two (2) additional five (5) year terms and one six (6) year term until September 14, 2003, we hereby exercise our option to renew for the five year period of September 15, 1992, to September 14, 1997.

Please acknowledge receipt of Truckee River Bank's option to renew by signing and returning the enclosed original of this letter and keeping the enclosed copy for your files.

Many thanks.

Sincerely,

Thomas J. Faragher
President/Chief Executive Officer

TJF:akb

Enclosure

I acknowledge receipt of the above-mentioned option to renew.

Steve Randall, General Manager
Truckee Donner Recreation and Parks District